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SAN FRANCISCO
HOUSING AUTHORITY COMMISSION

AGENDAS AND MINUTES

NOV. – DEC. 1997

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11/13/97
Revised
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MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, NOVEMBER 13, 1997 AT 2:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

NOTICE AND AGENDA
Revised November 6, 1997

started at 2:16 P.M.

*** This Agenda is being revised to add to #12. Executive Session**

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1. **ROLL CALL:**

   Sululagi Palega, Sr., President ✓
   Paula Kitses, Vice President ✓
   Lee Alfred, Commissioner ✓
   Shirley Byrd, Commissioner ✓
   Rev. Norman Fong, Commissioner ✓
   Richard Ford, Commissioner - Absent
   Marisa Moret, Commissioner ✓

2. **APPROVAL OF AGENDA:** - Kitses motion & Moret Second
3. **APPROVAL OF MINUTES:** - unanimous approved
4. **GENERAL COMMUNICATIONS:** - Ms. Davis presented Picture Brown & Jackson
5. **REPORT OF SECRETARY:** - Mr. Davis (Right of Return, 30 years mortgage 4 m loan 2 loan)
6. **COMMITTEE REPORT:** - Com. Fong - Ms McFarlin address
7. **REPORT OF COUNSEL:** - None
8. **TENANT REPRESENTATIVE REPORT:** - Mrs. Franck
9. **PUBLIC COMMENTS ON AGENDA ITEMS:**

NOTE: The Public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San F5rancisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.

10. UNFINISHED BUSINESS

Previously tabled resolutions:

C) Resolution To Adopt The Proposed Revision To The San Francisco Housing Authority's Admission And Continued Occupancy Policy (ACOP) Which Will Establish Home Visits, Pre-Occupancy Training Programs, Inter-Project Transfers And Greater Flexibility And Administering The SFHA's Resident Transfer Program.

D) Resolution Approving An Administrative Plan For The Section 8 Certificate And Voucher Programs And Authorizing Execution Thereof.

11. CONSIDERATION OF ACTION ITEMS:

E) Resolution Ratifying Binding Of The San Francisco Housing Authority's Property Insurance and Authorizing The Execution of A Purchase Order For Payment To The Zurich American Insurance Company In An Amount Not To Exceed $530,000.00 For The 1997-98 Fiscal Year

F) Resolution Authorizing The Acting Executive Director To Enter Into A Contract With Precision Works Inc. To Provide Abatement Services For Asbestos Containing Building Materials (ACM) At Cal 1-15, Ping Yuen Development, In An Amount Not-To-Exceed $188,100.00

G) Ratification And Approval Of Security Services Contract With Personal Protective Services To Provide Armed And/Or Unarmed Security Services At Five Family Housing Developments Located At Cal 1-4, Valencia ?Gardens; Cal 1-11, North Beach; Cal 1-16, Alemany And Cal 1-8, Westside And Alice Griffith Courts In An Amount Not To Exceed $614,400.00.

H) Resolution Authorizing The Execution Of Closing Documents Pertaining To The Reconstruction, Financing, Operation And Management Of The Hayes Valley South Development And Relating To The Amendment Of Certain Hayes Valley North Closing Documents

12. EXECUTIVE SESSION 5:05 p.m.

The Commission will adjourn to Executive Session to discuss employment contracts for Dr. Emma McFarlin, Executive Monitor and Mr. Ronnie Davis, Acting Executive Director, pursuant to Government Code Section 54957.

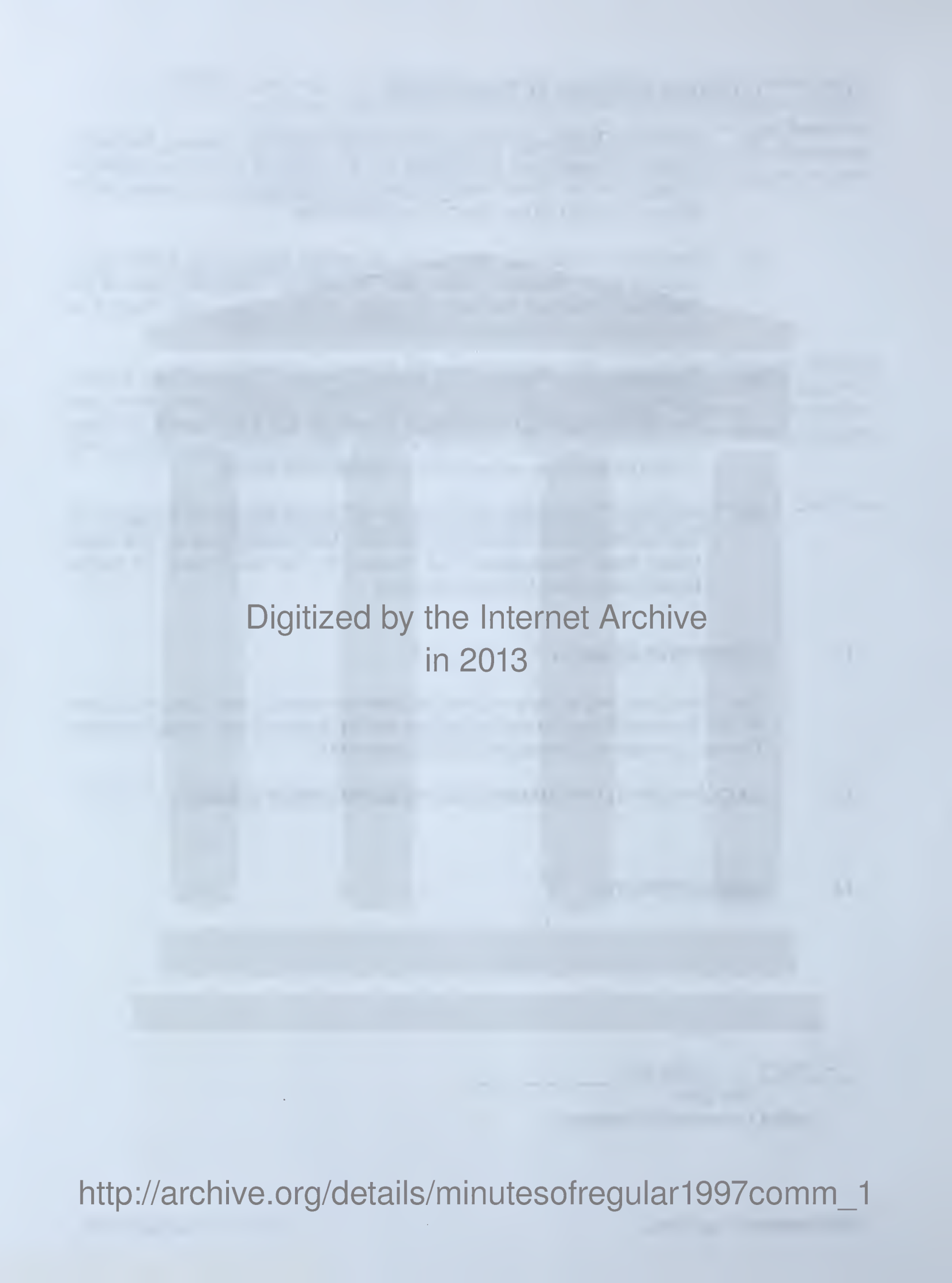
13 RECONVENING OF COMMISSION MEETING-OPEN SESSION: 5:40

14. ADJOURNMENT:

Ann Davis

Ann Davis
Acting Commission Secretary

4 49383 SFPL: ECONO JRS
75 SFPL 06/06/03 67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SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

November 13, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega,Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, ACTING EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION RATIFYING BINDING OF THE SAN FRANCISCO HOUSING AUTHORITY'S PROPERTY INSURANCE AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR PAYMENT TO THE ZURICH AMERICAN INSURANCE COMPANY IN AN AMOUNT NOT TO EXCEED $530,000.00 FOR THE 1997-98 FISCAL YEAR

The attached Resolution is submitted for your review and adoption ratifying the binding of the Authority's property insurance and authorizing the execution of a purchase order to pay for said insurance to the Zurich American Insurance Company for the 1997-1998 policy period

Pursuant to Section 305, Part Two of the Annual Contributions Contract dated August 27, 1964, as amended, between the Housing Authority of the City and County of San Francisco and the U.S. Department of Housing and Urban Development, the Authority is required to adequately insure its properties based upon its risks.

The solicitation process, pursuant to 24 CFR, part 85.36(d)(4) and the Public and Indian Housing Property/Casualty Insurance Requirements Guidebook 7401.5, dated May 1996, was completed by the brokerage firm of Johnson & Higgins, Marsh McLennan. SFHA's coverage expired on October 23, 1997, and in order to avoid a lapse in coverage the Authority placed insurance with the Zurich American Insurance Company ("Zurich") of Carmel, Indiana.

Zurich, which provided coverage for the previous policy period, returned the most advantageous quote. In the past, Zurich provided coverage on all of the Authority's buildings which were valued at $339,773,143.00 (replacement cost). Using the Marshall Swift Index, the building

values were increased to $424,716,435.00. This increase is a 25% increase in the overall replacement cost values. In order to renew the policy at the expiring annual premium amount of $530,000.00, Zurich reduced the account index rate. Zurich also offered enhancements to the previous program as outlined below.

- Zurich has agreed to provide a blanket limit (Real Property and Rental Income) of $50,000,000.00 per occurrence with no sub-limit per location. This is more advantageous for the SFHA in the event there is a catastrophic loss. The Authority's previous policy restricted the maximum per occurrence to schedule of values.

- Zurich has also agreed to provide a sub-limit of $100,000.00 for Personal Property coverage, which the current policy does not provide (personal property within the meaning of any SFHA owned property that is damaged as a result of one of the covered perils named in this policy, i.e., fire, flood, vandalism, etc).

- A $50,000.00 deductible is applicable to each loss.

J&H also approached the local underwriting offices of Royal Insurance Company of Charlotte North Carolina and Wausau Insurance Company of Wausau, Wisconsin. Both companies declined to offer a quote.

I urge your adoption of this resolution.

(prepared by Victoria R. Adams for Joseph Hamblin, Legal Department)

RESOLUTION NO.: 4623
DATE ADOPTED: 11/13/97

RESOLUTION RATIFYING BINDING OF THE SAN FRANCISCO HOUSING AUTHORITY'S PROPERTY INSURANCE AND AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR PAYMENT TO THE ZURICH AMERICAN INSURANCE COMPANY IN AN AMOUNT NOT TO EXCEED $530,000.00 FOR THE 1997-98 FISCAL YEAR

WHEREAS, Section 305, Part Two of the Annual Contributions Contract dated August 27, 1964, as amended, between the Housing Authority of the City and County of San Francisco ("the Authority") and the U.S. Department of Housing and Urban Development requires the Authority to insure by fire and extended coverage all of its insurable property; and

WHEREAS, through the brokerage firm of J&H, Marsh McLennan quotes were solicited for the placement of the Authority's property insurance; and

WHEREAS, the Authority's property insurance policy for the 1997-98 Fiscal Year expired on October 23, 1997, and to avoid a lapse in coverage, the Authority proceeded to authorize the implementation of a policy and payment pending Commission ratification; and

WHEREAS, the Zurich American Insurance Company ("Zurich"), the Authority's existing insurance company, offered the most advantageous coverage and rates; and

WHEREAS, Zurich's quote provides a blanket limit of $50 million per occurrence (real property and rental income) with a sub-limit of $100,000.00 for loss of personal property owned by the SFHA, and a $50,000.00 deductible applicable to each loss; and

WHEREAS, the insurance coverage on all property owned and operated by the Authority is a necessary and required expense and in accordance with procurement regulations under 24 CFR, part 85.36(d)(4), the Authority should ratify this resolution accepting the property insurance policy offered by Zurich American Insurance Company; and

WHEREAS, funding for the insurance service described herein is available as part of the Authority's 1997-98 operating budget;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. Binding of the Authority's property insurance with the Zurich American Insurance Company is hereby ratified and payment in an amount not to exceed $530,00.00 is hereby authorized for the 1997-98 fiscal year.

2. This resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Joseph M. Hamblin

Joseph M. Hamblin
Acting General Counsel

10-31-97

Date

(prepared by Victoria R. Adams for Joseph Hamblin, Legal Department)

SAN FRANCISCO HOUSING AUTHORITY

Property Insurance Renewal

October 23, 1997

Submitted by:

J&H, Marsh & McLennan
One California Street
San Francisco, CA 94111
License Number: 0077506

SAN FRANCISCO HOUSING AUTHORITY

COMMENTARY

We appreciate the opportunity to present to San Francisco Housing Authority a renewal proposal for Property Insurance for the period of October 23, 1997 to October 23, 1998.

Zurich is completing its first year on the above - referenced placement. Zurich bound coverage last year (effective 10/23/96) subject to the completion of a replacement cost appraisal for all of the buildings at risk. Zurich believed the building values, submitted effective 10/23/96, were lower than the actual replacement cost values for the buildings. To date Zurich has not yet received the replacement cost appraisal of the buildings. We are researching the costs associated with completing such an appraisal. In the meantime, we reported to Zurich increased replacement cost building values (facility by facility) of 25% this year. The result is that the new total building values are $424,716,435, or 25% greater than the expiring total building values of $339,773,143.

We asked Zurich to consider reducing the account rate in order to renew the policy with the expiring annual premium of $530,000 based on the 25% increase in building values we reported for the renewal. We are very pleased to advise that they agreed to accommodate our request. In addition to accommodating the foregoing request of ours, Zurich also agreed to provide several other very significant enhancements to the program as follows:

- Zurich agreed to provide a blanket limit (Real Property and Rental Income -- Including Extra Expense) of $50,000,000 per occurrence with no sublimit per location. The current per occurrence limit is restricted to a maximum, per location, as indicated on the schedule of values (see attached) for the current policy period. Our concern was that in the event of a major loss, the limits per location would not be adequate to cover the cost of replacing the facility.

- Zurich agreed to provide a $5,000,000 sublimit for Demolition and Increased Cost of Construction. The current policy does not afford this extension.

- Zurich agreed to provide a sublimit of $100,000 for Personal Property coverage. The current policy does not provide coverage for Personal Property.

The accomplishment of our primary renewal objectives is highlighted above. However, we encourage you to review our Overview of the Property Insurance Renewal Quotation (Section 4), as it highlights other noteworthy coverage term enhancements agreed to by Zurich for the renewal.

The issue of appraisals is one that continues to plague this placement. We believe strongly that it is in the best interest of the San Francisco Housing Authority to obtain valid replacement cost appraisals for each building at each facility. The appraisal process needs to go beyond a paper valuation; that is, some on site evaluation of the properties will be necessary. Because of the extent of the facilities and the number of buildings at each facility, this will entail some costs. We are in the process of obtaining quotations from our in - house facility and an outside source. Although we do not have a firm proposal, we expect the cost to range between $20,000 and $30,000. We will need to discuss this with you to determine how the cost will be handled. There is some possibility that we could discuss spreading the cost over a two or three year period. But again, for the purposes of guaranteeing that the San Francisco Housing Authority is adequately covered, the replacement cost appraisals should be completed.

In accordance with the request of the San Francisco Housing Authority, we did approach two additional markets (Royal and Wausau). We asked them to provide alternative quotations for the renewal of the San Francisco Housing Authority's Property Insurance Program. Both markets declined to offer quotations, as they would not be able to offer pricing competitive with that of Zurich's renewal program pricing.

Once again, we would like to thank you for this opportunity to present the attached renewal proposal, and we look forward to answering any questions you may have regarding our proposal.

Property

	ZURICH EXPIRING	ZURICH RENEWAL
NAMED INSURED	San Francisco Housing Authority	San Francisco Housing Authority
POLICY TERM	10/23/96-97	10/23/97-98
SCHEDULE OF VALUES AND LOCATIONS	TIV — $353,764,016 See attached	TIV — 438,707,308 See attached
COVERAGE/LIMITS		
■ Real Property	Maximum limit per location restricted to value listed per schedule attached, or $40,000,000, whichever is less	Blanket real property and rental income (including extra expense) limit of $50,000,000 over all locations
■ Rental Income (Including Extra Expense)	Maximum limit per location restricted to value listed per schedule attached, or $40,000,000, whichever is less	Blanket real property and rental income (including extra expense) limit of $50,000,000 over all locations
DEDUCTIBLE	$50,000 combined per occurrence except $100,000 for Bernal Dwellings and Yerba Buena Plaza East	$50,000 combined per occurrence all locations
PERILS INSURED		
■ "All Risk" of Physical Loss or Damage, Subject to Policy Terms, Conditions and Exclusions	Included	Included
VALUATION	Replacement cost applies to all subjects except: — Fine arts — Valuable papers and records — Rental income/extra expense	Replacement cost applies to all subjects except: — Fine arts — Valuable papers and records — Rental income/extra expense
COINSURANCE	Waived	Waived

Property

	ZURICH EXPIRING	ZURICH RENEWAL
COVERAGE EXTENSIONS		
■ Personal Property	Not covered	$100,000
■ Debris Removal	25% of direct loss + deductible	25% of direct loss + deductible
■ Contaminant/Pollutant Cleanup & Removal	$5,000	$5,000
■ Personal Property at Other Premises	Not covered	$25,000
■ Property in Transit	Not covered	$10,000
■ Accounts Receivable	Not covered	$25,000
■ Valuable Papers and Records	Not covered	$25,000
■ Demolition & Increased Cost of Construction	Not covered	$5,000,000 sublimit
■ Off Premises Power Failure	Not covered	Not covered
■ Fine Arts	Not covered	$25,000
■ Newly Acquired or Constructed Real Property		
▸ Limit ▸ # of Days to Report	$5,000,000 180	$5,000,000 180
■ Personal Effects	Not covered	$25,000
■ Joint Loss Agreement	No	Yes
■ Deletion of Same Site Limitation	Yes	Yes
■ 60 Days Notice of Cancellation (Except 10 Days for Non-Payment of Premium)	Yes	Yes

Property

	ZURICH EXPIRING	ZURICH RENEWAL
COVERAGE EXTENSIONS (CONT'D.)		
■ Newly Acquired Locations — Business Income		
▸ Limit	$100,000 or 10% of limit for business income (whichever is less)	$100,000 or 10% of limit for business income (whichever is less)
▸ # of Days to Report	30	30
COVERAGE EXCLUSIONS		
■ Dishonest or Criminal Acts	✓	✓
■ Pollution	✓	✓
■ Wear and Tear	✓	✓
■ Mechanical Breakdown	✓	✓
■ Artificially Generated Electrical Current	✓	✓
■ Flood	✓	✓
■ Explosion of Steam Boiler	✓	✓
■ Earthquake Sprinkler Leakage	✓	✓
■ Earth Movement	✓	✓
COVERAGE COST (PREMIUM)	$530,000	$530,000

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Secretary/Acting Executive Director

DATE: November 7, 1997

SUBJECT: RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH PRECISION WORKS INC. TO PROVIDE ABATEMENT SERVICES FOR ASBESTOS CONTAINING BUILDING MATERIALS (ACM) AT CAL 1-15, PING YUEN DEVELOPMENT, IN AN AMOUNT NOT-TO-EXCEED $188,100.00.

This Resolution will authorize funding to abate all exposed asbestos containing pipe covering (lagging) in the crawlspace, at CAL 1-15, Ping Yuen housing development. Much of this lagging is in poor condition and presents a potential danger of asbestos exposure to residents and staff. This contract will provide for the removal and replacement of all the pipe lagging that is not sealed behind the walls in the crawlspace. Approximately 90% of all the pipe lagging will be removed and replaced, the remainder is sealed behind the walls.

Since the early 1970's, asbestos has been recognized as a potentially serious environmental hazard. Unfortunately, it was already present in large qualities in many buildings. When it was installed the asbestos containing building materials (ACM) were enclosed, intact or in otherwise good condition, so little if any hazard existed. However, with the passage of time some of these materials have deteriorated due to wear and tear, moisture and physical damage. This ACM is friable (easily crushed), so the potential for release of asbestos fibers increases and the potential health risk is likewise elevated.

This situation exists at the Ping Yuen development. The lagging is badly deteriorated in the crawl space, where debris is scattered throughout the area.

This project will eliminate (abate) all the exposed ACM pipe lagging and clean-up any ACM debris that exists. The Contractor will replace these materials with non-ACM products.

In addition, ACM floor tile in poor condition will be removed in three laundry rooms.

On October 1, 1997, the Authority solicited bids from Certified Asbestos Abatement Contractors to abate the ACM at Ping Yuen. Three (3) contractors responded and Precision Works, Inc., is the lowest responsive bidder. The bids received are as follows:

•	Sterling Environmental Inc.	$287,950.00
•	Performance Abatement Services	$188,200.00
•	Precision Works	$188,100.00

Precision Works has agreed to hire residents, so that they will comprise at least 25% of their total workforce for the duration of the project.

As this work is needed to eliminate a potential health hazard to residents and staff, we recommend adoption of this attached Resolution at the November 13, 1997, Commission Meeting.

RD:BTS:RM/mi

(Prepared by Richard McGuire and Barbara Smith-Housing Development)

RESOLUTION NO. 4624
DATE ADOPTED 11/13/97

RESOLUTION AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH STERLING ENVIRONMENTAL CORPORATION TO PROVIDE ABATEMENT SERVICES FOR ASBESTOS CONTAINING BUILDING MATERIALS AT CAL 1-15, PING YUEN DEVELOPMENT, IN AMOUNT NOT-TO-EXCEED $188,100.00.

WHEREAS, On October 1, 1997, the Authority solicited bids from qualified Asbestos Abatement Contractors to remove asbestos containing building materials (ACM) and replace them with non-ACM products at the Ping Yuen Development; and

WHEREAS, Three (3) proposals were received and Precision Works Inc. was identified as lowest responsible bidder; and

WHEREAS, The Authority recognizes the need for the removal of badly damaged ACM, since these materials pose a potential hazard to residents and/or employees; and

WHEREAS, Unless this Resolution is approved the Authority will be unable to eliminate damaged, friable (easily crushed) ACM in a prompt manner in accordance with statutory requirements; and

WHEREAS, funding is available within the 1994 Comprehensive Grant Program budgets.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute a Contract with Precision Works to abate asbestos containing building materials at the Ping Yuen housing development and replace them with non-ACM products for an amount not-to-exceed $188,100.00

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM:

Joseph M. Hampton
Legal Counsel

11-13-97
Date

RD:BTS:RM/rm

(Prepared by Richard McGuire and Barbara Smith-Housing Development)

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SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

November 10, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Secretary/Acting Executive Director

SUBJECT: **RATIFICATION AND APPROVAL OF SECURITY SERVICES CONTRACT WITH PERSONAL PROTECTION SERVICES TO PROVIDE ARMED AND/OR UNARMED SECURITY SERVICES AT FIVE FAMILY HOUSING DEVELOPMENTS, LOCATED AT CAL 1-4, VALENCIA GARDENS; CAL 1-11, NORTH BEACH; CAL 1-8, WESTSIDE AND CAL 1-16, AND ALEMANY IN AN AMOUNT NOT TO EXCEED $614,400.00 and RATIFICATION OF PAYMENT NOT TO EXCEED $159,603.00 FOR SERVICES PROVIDED THROUGH SEPTEMBER 30, 1997**

The intent of this recommended action is to ratify and approve a decision of the Acting Executive Director to contract with Personal Protective Services to provide Armed and/or Unarmed Security Services at Valencia Gardens, North Beach, Westside Courts, and Alemany Developments. Subject to funding availability, the Authority is requesting your approval of the contract for a two year term - August 1, 1997 to July 31, 1999. The amount required for services through December 31, 1997 is $614,400.

Additionally, we are recommending that you ratify an increase of $159,603 for services provided by Personal Protective Services, Inc. through September 30, 1997. An increase in funding was authorized by HUD Secretary Designee, Mr. Kevin Marchman, but it became necessary to expand the scope of service to accommodate unanticipated security problems at the Alice Griffith development. The supplemental security requirement at this development is diminishing and expected to be discontinued in the near future.

The recommendation to contract with Personal Protective Service was determined through a competitive bid process. A total of nine Requests for Proposals were mailed out. We received eight responses. A screening panel was established and interviews held with each of the

The recommendation to contract with Personal Protective Service was determined through a competitive bid process. A total of nine Requests for Proposals were mailed out. We received eight responses. A screening panel was established and interviews held with each of the respondents. Based on the responses to the survey and interviews held, the panel recommended Personal Protective Services as the lowest responsible bidder. This process was done in accordance with Housing and Urban Development (HUD) rules and regulations.

We have had previous experience with Personal Protective Services and consider them reliable and competent; therefore, I recommend the Commission approve the attached resolution.

CT:ad

RESOLUTION NO. 4625 ,
DATE ADOPTED 11/13/97

RATIFICATION AND APPROVAL OF SECURITY SERVICES CONTRACT WITH PERSONAL PROTECTIVE SERVICES TO PROVIDE ARMED AND/OR UNARMED SECURITY SERVICES AT FIVE FAMILY HOUSING DEVELOPMENTS LOCATED AT CAL 1-4, VALENCIA GARDENS; CAL 1-11, NORTH BEACH; CAL 1-16, ALEMANY AND CAL 1-8, WESTSIDE IN AN AMOUNT NOT TO EXCEED $614,400.00 AND RATIFICATION OF AN INCREASE OF $159,603.00 FOR SERVICES PROVIDED THROUGH SEPTEMBER 30, 1997. Alice Griffith

WHEREAS, the Housing Authority wishes to approve a contract with Personal Protective Services, Inc. for security guard services at five family housing developments in San Francisco, California, for a two year term (August 1, 1997 to July 31, 1999) subject to funding availability;

WHEREAS, the Contractor represents itself as able to perform the services required in a manner that is most advantageous to the Housing Authority, cost and other factors considered; and the Housing Authority finds that said Contractor is so qualified based on a competitive bid process; and

WHEREAS, the amount available for services through December 31, 1997 is $614,400.00; and

WHEREAS, the Housing Authority also wishes to ratify the Acting Executive Director's decision to pay Personal Protective Services $159,603.00 for services provided through September 30, 1997; and

WHEREAS, this additional funding is required due to the expanded scope of service required to accommodate security problems at Alice Griffith development; and

WHEREAS, the funding for this service is available through the 1995 and 96 Drug Elimination Program Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY THAT:

1. The Commission hereby ratifies and approves the decision of the Acting Executive Director to contract with Protective Services, Inc., for security services at four family housing developments for a period of two years from October 1, 1997 through and including September 30, 1999.

2. The Commission hereby ratifies and approves an amount not to exceed $614,400.00 for the period October, 1997 through December 31, 1997

3. The Commission hereby ratifies and approves an amount not to exceed $159,603.00 for services provided through September 30, 1997 .

4. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Joseph M Hambin

Joseph Hambin, Acting General Counsel

11-6-97

Date

CONTRACT
BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND PERSONAL PROTECTIVE SERVICES, INC., FOR SECURITY SERVICES AT FOUR FAMILY HOUSING DEVELOPMENTS

Contract Number 97057

This Contract is entered into in the City and County of San Francisco, State of California, by and between the Housing Authority of the City and County of San Francisco, hereinafter referred to as the "HA", and Personal Protective Services, Inc., a business entity operating in the State of California, hereinafter referred to as the " Contractor."

WITNESSETH THAT:

WHEREAS, the HA wishes to contract for security guard services at four family housing development sites in San Francisco, California; and

WHEREAS, the Contractor represents itself as able to perform the services required thereunder, and the HA finds that said Contractor is so qualified;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

1.1 The Contractor shall provide all equipment, personnel and materials required to properly staff and maintain security guards services for the HA, as directed by the HA during the term of this Contract. The HA may reduce the number of sites and/or the levels of service under this Contract at any time, at the HA's discretion.

1.2 Upon execution of this Contract, service shall be provided at the rate of four armed guards per shift per development, two shifts per day (from 2:00 p.m. to 10:00 p.m., and from 10:00 p.m. to 6:00 a.m.), seven days a week, as follows, until otherwise directed by the HA in writing, or until this Contract is terminated as provided herein:

LOCATION	WEEKLY HOURS OF SERVICE
Alemany	16 hours - 7 days per week
North Beach	16 hours - 7 days per week
Valencia Gardens	16 hours - 7 days per week
Westside Courts	16 hours - 7 days per week

1.3 The Contractor shall furnish guards with uniforms, identification badges and hand-held radios which shall be worn at all times while on duty. Guards shall be armed upon request of the Housing Authority.

1.4 The Contractor shall notify the HA, directly or through its emergency answering services, of any situations that may cause harm or injury to residents, visitors, staff or property at the location being serviced by the Contractor. Such notification shall be made immediately upon discovery by Contractor that such harm or injury is probable or has, in fact, occurred. If the situation is of a criminal nature, the Contractor must also notify the local law enforcement agency immediately upon discovery of the criminal activity.

1.5 The Contractor shall maintain a log book that identifies the guards on duty at all times. The log book shall also include a narrative of all activities occurring on the premises that the guards observe or are informed of by staff and the action taken in response thereto. The log books are to be made available for inspection by the HA at its request and shall remain the property of the HA at all times.

1.6 The Contractor shall maintain a checklist of items to be monitored during routine foot patrol checks of the premises. The checklist must be performed at least once each shift. The check list shall include the following items which may be modified or updated by written notice to the Contractor:

1.5.1 Check parking lot area.
1.5.2 Record all abandoned vehicles.
1.5.3 Record observations of dogs on or about the development.

1.7 The Contractor is required to submit detailed reports of all activities and conditions that warrant attention by the HA. Such reports shall include the time and date the activities and/or conditions occurred, what action the Contractor initialed related to the activities and/or conditions, when such action was taken and the results of the action taken. The reports must also identify the guards on duty at the time the activities or conditions occurred and the name of the person completing and submitting the report(s). All reports must be submitted to the HA at the end of each shift during HA normal business hours and by the next business morning if the shift terminates during non-business hours. If the guard is incapacitated or otherwise unable to submit the written report in a timely manner, then it is the responsibility of the guard's supervisor to complete and submit the report to the HA on time.

1.8 The Contractor shall give notice and comply with all applicable laws, ordinances and regulations bearing on the safety of persons or property, and their protection from injury, damage or loss. When the use of hazardous equipment or weapons is necessary in order to execute the services delineated herein, the Contractor shall use

the utmost care and shall have such activities performed under the supervision of a properly qualified individual.

1.9 The Contractor shall be responsible for the proper conduct, supervision and training of its employees. Accordingly, the Contractor shall only use qualified employees who have been regularly engaged in the type of work specified in the scope of services, and who are licensed as required by state law and other applicable law and regulation. Each guard is to be mature and of reputable character. The contractor shall submit documentation of its training program and licensure to the HA's Executive Director, or his/ her designee. Said documentation shall become the property of the HA. The HA shall be provided verification that the requirements stated above have been met, for each person employed under the contract, within ten (10) days after a written request for such verification has been mailed to the Contractor. It is preferable that some guards be bilingual in Chinese, Russian or Spanish.

1.10 All services to be performed by the Contractor shall be done with a minimal disturbance to the residents, visitors and other guests of the building and its surrounding vicinity.

1.11 To the greatest extent possible, the Contractor shall assign the same personnel to perform the required services on a continual basis. The HA must be notified each time personnel changes are made relative to the services provided for herein.

1.12 Contractor shall provide appropriate supervision. Supervisors shall be responsible for:

1.12.1 Providing supervision and support to on duty officers;
1.12.2 Conduct physical site inspections which include supervisors entering each site no less than once per day;
1.12.3 Supervisors are to check in with property managers, resident custodians, tenant leaders and security officers; and,
1.12.4 Supervisors are to furnish daily written reports detailing sites, date and time of inspections as well as all other pertinent information. Reports shall include Police case numbers, Police and Fire identification numbers and all other vital information necessary to ensure a safe, secure, and peaceful environment at the buildings listed.

1.13 The Contractor must also meet the following requirements:

1.13.1 All guards assigned to the SFHA must be P.O.S.T. trained (i.e., "Police Officer Standard Training" program);
1.13.2 All guards assigned to SFHA must have experience in drug related or high crime housing;

1.13.3 All guards assigned to SFHA must have police and community relations experience; and,

1.13.4 All guards assigned to SFHA must be physically fit.

2. TERM OF CONTRACT

2.1 The contract for services rendered herein for the Alemany, North Beach, Westside Courts, and Valencia Gardens developments, shall be from August 1, 1997 through July 31, 1999. The HA at its sole discretion may extend the contract, subject to prior HUD approval as required.

2.2 The HA may, at its discretion, terminate the Contact as provided for in this document. In the event of any such termination, Contractor shall not be entitled to compensation for any services performed beyond the effective date of such termination.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation shall be paid to the Contractor in monthly installments upon receipt and approval by the HA of an invoice setting forth the work actually required and completed, based on the hourly rate of $20.00 per armed guard per hour. In the event the United States Department of Housing and Urban Development (HUD) advises that a HUD-determined wage rate requires a different rate of pay, the parties will amend this contract to conform.

3.2 Total payments under this contract for the period August 1, 1997 through September 30, 1997, shall not exceed Three Hundred Seven Thousand, Two Hundred dollars ($307,200.00), except as provided in duly executed written contract amendments.

3.3 Payments for any subsequent time period shall be determined consistent with Section 11 and all other provisions of this Contract, as provided in duly executed written amendments to this Contract.

3.4 In no event shall the HA be liable for interest or late charges for any late payments.

4. ASSIGNMENT OF CONTRACT

4.1 The Contractor shall not assign this contract, or any part thereof, without prior express written consent of the HA.

5. TERMS AND CONDITIONS

5.1 Contractor shall comply with the Copeland "Anti-Kickback Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This act

provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Contractor shall report all suspected or reportable violations to the HA.

5.2 The provisions of the HA's Annual Contributions Contract (ACC), Section 515, Interest of Members, Officers, or Employees of Local Authority, Members of Local Governing Body, or Other Public Officials, and Section 517, Interest of Member of or Delegate to Congress, are incorporated herein, and by reference, made a part of this document.

5.3 The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, handicap, or national origin. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that during employment, employees are treated without regard to their race, color, religion, age, sex, sexual orientation, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, handicap, or national origin. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial or raw materials.

5.4 The Contractor warrants that it has not employed any person to solicit or secure this contract upon agreement for a commission, percentage, brokerage or contingency fee. Breach of this warranty shall give the HA the right to terminate this contract, or at its discretion, deduct from the Contractor's fee the amount of such commission, percentage, brokerage or contingency fee.

5.5 Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on HA premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents, or assigns, shall be deemed a material breach of contract.

5.6 Contractor will comply as may be required by law, with the provisions of the Contract Work Hours and Safety Standards Act, Sections 103 and 107 (40 USC 327-330), as supplemented by Department of Labor Regulations (29 CFR, Part 5). Contractor hereby declares that it is in compliance with said provisions as may be required by law.

5.7 Contractor will comply as may be required by law with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor hereby declares that it is in compliance with said requirements and standards as may be required by law.

5.8 Contractor warrants that Contractor and its employees are fully licensed and otherwise qualified as required by federal, state and local law, including but not limited to:

Security Guard Services
California State Bureau of Security & Investigative Services
400 R Street, Suite 2001
Sacramento, CA 95814

6. INDEPENDENT CONTRACTOR

6.1 Contractor hereby declares that it is engaged as an independent business and agrees to perform said services as an independent contractor and not as the agent or employee of the HA. The Contractor has and hereby retains the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting it in the performance of the services in this contract. The Contractor agrees to be solely responsible for all matters relating to payment of employees, including compliance with Social Security withholdings and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this contract.

7. INSURANCE

7.1 The Contractor shall maintain, in full force and effect during the entire contract term, comprehensive general liability (including owned and not-owned automobile liability, and including law enforcement liability) insurance in the minimum limits set forth below and in a solvent company or companies, and under the usual terms employed by casualty companies in California, naming the HA and its respective members, officers, agents, HUD Recovery Team members, and employees as

additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death, and/or property damage arising in any manner from Contractor's performance of this contract with the HA, or the nature of the services provided, or any operations under or connected with this contract with the HA. The Contractor's indemnity obligations shall survive the expiration or earlier termination of this Contract.

The minimum limits required are as follows:

Worker's Compensation Employer's Liability Insurance, with limits as required by the State of California (currently $1,000,000.00 for each accident);

Comprehensive General Liability Insurance, $1,000,000.00, each occurrence combined single limit for personal and bodily injury and property damage;

Law Enforcement Liability Insurance (if not included in the Comprehensive General Liability Insurance policy), $1,000,000.00, each occurrence combined single limit for personal and bodily injury and property damage;

Comprehensive Automobile Liability Insurance, $1,000,000.00, each occurrence combined single limit for personal and bodily injury and property damage; and,

The Housing Authority may require the Contractor to provide additional amounts or forms of insurance following execution of this contract, if the Housing Authority deems it advisable to do so.

7.2 The Contractor shall furnish to the HA evidence of all insurance and bonds required by the contract either by policy, or policy endorsement, upon commencement of this contract. Such policy or endorsement shall provide that at least thirty (30) days prior written notice be given the HA before such insurance expires, is canceled, or coverage is reduced in any material manner. Evidence of insurance, including copies of the policies, shall be mailed to:

SAN FRANCISCO HOUSING AUTHORITY
440 TURK STREET
SAN FRANCISCO, CA 94102
ATTN: CONTRACT ADMINISTRATION, and
ATTN: LEGAL DIVISION

7.3 The HA does not recognize insurance provided under a claims-made policy as acceptable protection, and may reject as non-responsive and a breach of contract any coverage so provided.

7.4 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

7.5 Approval of the insurance by the HA shall not relieve or decrease the liability of the Contractor here under. **THE HA MAY TERMINATE THIS CONTRACT IMMEDIATELY, AND WITHOUT NOTICE TO CONTRACTOR, UPON ANY LAPSE OF REQUIRED INSURANCE COVERAGE.**

8. RECORDS

8.1 Records shall be established and maintained in accordance with requirements prescribed by the Department of Housing and Urban Development (HUD) or the HA with respect to all matters covered by this contract. All records shall be maintained for a period of three years after final payment by the HA has been made for services rendered under this contract, and all other pending matters related hereto have been closed.

8.2 All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing, in proper detail, the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole, or in part, to this contract, shall be readily accessible.

8.3 At such time, and in such form as HUD or the HA may require, there shall be furnished to HUD, or the HA, such statements, records, reports, data, and information as HUD or the HA may request pertaining to matters covered by this contract.

9. AUDITS AND INSPECTIONS

9.1 At any time during normal business hours, and as often as the HA or HUD may deem necessary, there shall be made available, to the HA or HUD for examination, all records with respect to all matters covered by this contract, and the Contractor will permit the HA or HUD to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

10. ADMINISTRATIVE REMEDY FOR CONTRACT INTERPRETATION

10.1 Should any question arise as to the meaning and intent of the contract, the matter shall, prior to any other action or legal remedy, be referred to the Executive

Director, or his/her designee, who shall decide the true meaning and intent of the Agreement.

11. CERTIFICATION OF FUNDS

11.1 This contract is subject to the budget and fiscal provisions of the HA.

11.2 Charges will accrue only after prior written authorization, certified by the HA's Procurement Services Department, is obtained by Contractor. No amount of the HA's obligation here under shall, at any time, exceed the amount certified for the purpose and period stated in such advanced authorization.

11.3 This contract will terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate, without penalty, at the end of the term for which funds are appropriated, or when the funds allocated are exhausted, whichever occurs first.

11.4 This section prevails against any and all other provisions of this contract.

12. DISALLOWANCE

12.1 In the event the Contractor claims or receives payment, from the HA, for the services, reimbursement for which is later disallowed by the HA, or the State of California, or HUD, the Contractor shall promptly refund the disallowed amount to the HA upon request. At its option, the HA may offset the amount disallowed from any payment due, or to become due, to the Contractor under this contract or any other contract with the HA.

13. BANKRUPTCY

13.1 In the event that either party shall cease conduction of business in the normal course, becomes insolvent, makes general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act, or any other statute of any state relating to insolvency or the protection of the rights of creditors, force and effect, and any property or rights of the other party, tangible or intangible, shall forthwith be returned to it.

14. TERMINATION FOR CAUSE

14.1 It is expressly understood and agreed that in the event the Contractor or the HA fails to perform its obligations under this contract, this contract shall be terminated for cause and, in addition to any other remedy available to either party, all of the Contractor's

and HA's rights here under shall be ended. Such termination for cause shall be effective immediately upon receipt of written notice. No new work shall be undertaken after receipt of the notice. In the event of written notice of termination from the HA to the Contractor, the Contractor shall be paid for its services under the contract which have been performed to the satisfaction of the HA up to the date of termination. Such termination shall not waive any other legal remedies available to the Contractor or the HA.

14.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the HA for damages sustained by the HA by virtue of any breach of the contract by the Contractor, and the HA may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damage due the HA from the Contractor is determined.

15. TERMINATION FOR CONVENIENCE

15.1 The HA may elect to terminate this Agreement at any time on at least five (5) working days written notice to the Contractor. From and after the effective date of such termination by the HA, the Contractor shall cease all work on the project.

15.2 Termination of this Agreement shall not relieve either party from any obligations arising before the effective date of termination, including, but not limited to, Contractor's obligation respecting protection of confidential information.

15.3 If the contract is terminated by the HA as provided herein, the HA shall be liable to the Contractor for reasonable and proper costs resulting from such termination, which costs shall be paid to the Contractor within 60 days of receipt by the HA of a properly presented claim in accordance with Section 3 of this Agreement, entitled Compensation and Method of Payment.

15.4 Any dispute with regard to this Section is expressly made subject to the provisions of the Administrative Remedy for Contract Interpretation section of the contract.

16. CONTRACTOR'S DEFAULT

16.1 Failure or refusal of the Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the HA, it may terminate this contract. Such termination shall not waive any other legal remedies available to the HA.

17. LIQUIDATED DAMAGES

17.1 By entering into this Agreement, Contractor agrees that in the event the services, as provided under Section 1 herein, are not performed, or are delayed in implementation

beyond the scheduled milestones and time lines established in this Agreement, or are prematurely terminated for cause by the HA, the HA will suffer actual damages that will be impracticable or extremely difficult to determine; further, the Contractor agrees that the sum of two hundred fifty dollars ($250.00) per day for each day of non-performance or delay beyond scheduled milestones and timelines, or premature termination established in light of the circumstances existing at the time the contract is awarded. The HA may deduct a sum representing the liquidated damages from any money due to the Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by the HA because of failure to deliver services to the HA within the time fixed or such extension of time perimeter, in writing, by the HA, or due to failure to comply with the terms, conditions, and other covenants of the contract.

18. INSPECTIONS AND ACCEPTANCE

18.1 Neither the HA's acceptance of, nor its failure to, inspect Contractor's work, nor payment thereof, shall relieve Contractor from any of its liabilities under this contract.

19. APPLICABLE LAW

19.1 This contract shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of California. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

20. RESIDENT HIRING

20.1 To the maximum extent possible, the Contractor agrees to actively recruit, hire, and train residents of public housing for position vacancies within its organization. The HA will maintain a list of potential employees residing in public housing, identifying them by name, address, and qualifications. The list shall be made available to the Contractor within ten (10) days upon receipt of a written request from Contractor for such information.

21. INDEMNITY

21.1 The Contractor hereby agrees and undertakes to indemnify, defend, and hold harmless the Housing Authority, its officers, agents, HUD Recovery Team members, and employees, against all claims, liability, damages, losses, costs, and expenses, including attorneys' fees, arising out of or resulting from the performance of Contractor's work, whether that work is completed or ongoing when the injury is sustained or the claim is made, provided that any such claim, liability, damages, costs, fees, or expenses are:

A. Attributable to the bodily injury, disease, or death of any person or to the destruction or damage of any tangible property, including the loss of use resulting therefrom; and,

B. Caused or claimed to be caused, in whole or in part, by the negligent or willful act or omission of Contractor or its agents or employees, or anyone for whose acts Contractor may be liable.

22. INTEREST OF CONTRACTOR

22.1 The Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, in the project as described above, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of his services here under. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed by it.

23. PROTECTION OF CONFIDENTIAL INFORMATION

23.1 All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this contract are confidential. The Contractor agrees that it shall not be made available to any third party at any time during the term of this project or thereafter, or to use it for any purpose other than performing its obligations here under, without the prior written approval of the HA.

24. ROYALTIES AND PATENTS

24.1 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights, and shall save the HA harmless from loss on account thereof, except that the HA shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or the product specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information to the HA.

25. WARRANTY OF TITLE

25.1 The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens, or charges, and agrees further that neither it nor any other person, firm, or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

26. VOID PROVISIONS

26.1 In the event that any provisions of this contract are held to be void as a matter of law, the other provisions of this contract will continue to be binding upon the parties as drafted.

27. AMENDMENTS

27.1 The HA may, from time to time, require changes in the scope of services to be performed herein by the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in duly executed written amendments to this contract.

28. TAXES

28.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor, except as may be otherwise required by law.

29. PROJECT MANAGEMENT AND PERSONNEL

29.1 The Housing Authority and the Contractor have designated the individuals named below to serve as Contract Monitor and Project Manager, respectively, for purposes of implementation of this Contract:

For the Housing Authority: Troy Dangerfield

For the Contractor: Stan K. Teets

Each person designated above shall have authority to direct, on behalf of the party designating such individual, the program which is the subject of this Contract. Each such Contract Monitor/Project Manager shall be deemed authorized to execute, grant, or provide all approvals, waivers, requests, notices, and other communications required under this Contract or requested by the other party, except for changes in the compensation and method of payment, and except for approvals for a reduction in services not authorized by this Contract; and provided that any amendment of this Contract must be in writing and signed by the individuals who have executed this Contract, or their successors. Each party shall direct, in the first instance, all communications respecting performance of this Contract to the other party as designated above.

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AMENDMENT TO CONTRACT #97057
BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND
PERSONAL PROTECTIVE SERVICES, INC.
AT FOUR FAMILY HOUSING DEVELOPMENTS

This Contract was approved by the San Francisco Housing Authority Board of Commissioners on Thursday, November 13, 1997. The Housing Authority wishes to amend the contract in a manner that is consistent with scope of services, and budgetary considerations. The Authority wishes to add Alice Griffith Development to this Contract.

The Resolution passed by the Board of Commissioners on Thursday, November 13, 1997 included a monetary sum not to exceed $614,000 for a period ending December 31, 1997 will be a condition of this Agreement.

ENTIRE AGREEMENT:

This Contract represents the full and final understanding between the parties, and supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the performance of the services described above. No modifications to the contract may be made without the consent, in writing, of the parties hereto.

IN WITNESS WHEREOF, and in accordance with the laws of the State of California, the parties hereto have caused this instrument to be executed in two (2) original counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

PERSONAL PROTECTIVE SERVICES
307- 2nd Avenue
San Mateo, CA 94401

Stan K. Teets
President

Federal I.D. Number (EIN)

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF SAN FRANCISCO
440 Turk Street
San Francisco, CA 94102

Joseph M. Hamblin, Attorney
Designee for Executive Director

11-24-97

APPROVED AS TO FORM:

Joseph M. Hamblin, Attorney

11-24-97

30. ENTIRE AGREEMENT

30.1 This Contract represents the full and final understanding between the parties, and supersedes any and all previous understandings, Commitments, or agreements, oral or written, pertaining to the performance of the services described above. No modifications to the contract may be made without the consent, in writing, of the parties hereto.

IN WITNESS WHEREOF, and in accordance with the laws of the State of California, the parties hereto have caused this instrument to be executed in two (2) original counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

PERSONAL PROTECTIVE SERVICES
307 2nd Avenue
San Mateo, CA 94401

Stan K. Teets
President

8-12-97
Date

94-3222086
Federal I.D. Number (EIN)

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO
440 Turk Street
San Francisco, CA 94102

Ronnie Davis
Acting Executive Director

Date

APPROVED AS TO FORM:

JOHN I. KENNEDY
Deputy City Attorney

August 7, 1997
Date

SAN FRANCISCO HOUSING AUTHORITY

1815 EGBERT AVENUE • SAN FRANCISCO, CALIFORNIA 94124 • (415) 715-3100

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Secretary/Acting Executive Director

DATE: November 13, 1997

SUBJECT: RESOLUTION AUTHORIZING THE EXECUTION OF CLOSING DOCUMENTS PERTAINING TO THE RECONSTRUCTION, FINANCING, OPERATION AND MANAGEMENT OF THE HAYES VALLEY SOUTH DEVELOPMENT AND RELATING TO THE AMENDMENT OF CERTAIN HAYES VALLEY NORTH CLOSING DOCUMENTS

****

San Francisco Housing Authority ("SFHA") staff, Goldfarb & Lipman (SFHA's outside counsel) and CGMS Incorporated (SFHA's financial consultant) have been negotiating with McCormack Baron & Associates to finalize the closing documents for the financing, reconstruction, operation and management of the Hayes Valley South Development. The Hayes Valley south documents are very similar to and are based upon the Hayes Valley North documents. This development will be constructed and operated by the Hayes Valley Apartments II Limited Partnership ("Partnership"). The Hayes Valley Housing Corporation ("Corporation"), a nonprofit corporate affiliate of the SFHA, will act as the managing general partner of the Partnership. The Hayes Valley South development will be financed primarily by HOPE VI funds, an FHA-insured first mortgage loan and an equity contribution by the limited partner (tax credit investor) of the partnership.

A significant change from the Hayes Valley North documents included in the Hayes Valley South documents is to provide for priority in reoccupancy for relocated tenants to all 110 units, not just the 66 public housing units. It is proposed that this new provision be made applicable to the Hayes Valley North development through an Amended and Restated Regulatory and Operating Agreement and other documents as required.

Some of the documents being negotiated, to which the SFHA is a party, include the following: (1) a Mixed Finance Proposal, (2) a Second Mortgage Loan and Grant Agreement and a Third Mortgage Loan Agreement, (3) an Amended and Restated Ground Lease, (4) a Regulatory and Operating Agreement, (5) a Fourth Amendment to the Disposition and Development Agreement, (6) an Escrow and Disbursing Agreement, (7) one or more reserve agreements and (8) a Management Plan.

Hazardous material abatement, demolition and site preparation work at the Hayes Valley South development are complete. Closing of escrow, when all documents will be executed by all parties, is expected to occur the week of November 17, 1997 subject to review and approval by HUD and final review and approval by SFHA's legal counsel.

I urge your passage of this Resolution.

(Material prepared by Barbara Smith and Robert Dahlstrom - Housing Development)

RESOLUTION NO. 4626

DATE ADOPTED 11/13/97

RESOLUTION AUTHORIZING THE EXECUTION OF CLOSING DOCUMENTS PERTAINING TO THE RECONSTRUCTION, FINANCING, OPERATION AND MANAGEMENT OF THE HAYES VALLEY SOUTH DEVELOPMENT AND RELATING TO THE AMENDMENT OF CERTAIN HAYES VALLEY NORTH CLOSING DOCUMENTS

WHEREAS, the San Francisco Housing Authority ("SFHA"), in conjunction with McCormack Baron Associates, Inc. ("MBA") and other entities, is negotiating documents for the reconstruction, financing, operation, and management of the Hayes Valley South Development ("Development"); and

WHEREAS, the Development will be owned by Hayes Valley Apartments, II, a California Limited Partnership (the "Partnership") and will include approximately 66 public housing units and 44 additional units restricted to low income occupancy, including relocated tenants; and

WHEREAS, the SFHA intends to ground lease, to the Partnership, the real property on which the Development will be constructed; and

WHEREAS, the proposed development will be financed in part by HOPE VI funds granted by HUD to the SFHA, in addition to an FHA-insured first mortgage loan and an equity contribution by the limited partner of the Partnership; and

WHEREAS, the SFHA intends to loan a portion and grant a portion of these HOPE VI funds to the Partnership; and

WHEREAS, the SFHA intends to regulate the use of the Development pursuant to a Regulatory and Operating Agreement which, among other things, provides that the public housing units be operated in accordance with the requirements of the HOPE VI Grant Agreement for the Development and other applicable HUD requirements; and

WHEREAS, the SFHA intends to enter into or approve numerous documents with respect to the Development, including, but not limited to: (1) a Mixed Finance Proposal, (2) a Second Mortgage Loan and Grant Agreement and a Third Mortgage Loan Agreement, (3) an Amended and Restated Ground Lease, (4) a Regulatory and Operating Agreement, (5) a Fourth Amendment to the Disposition and Development Agreement, (6) an Escrow and Disbursing Agreement (7) one or more reserve agreements and (8) a management plan; and

WHEREAS, the SFHA intends to amend and make certain additions to the closing documents for the reconstructed Hayes Valley North development to provide for priority for relocated tenants in all units through an Amended and Restated Regulatory and Operating Agreement, one or more reserve agreements, and a management plan; and

WHEREAS, all such documents will be subject to any required HUD approvals, as well as approval by legal counsel; and

NOW, THEREFORE, BE IT RESOLVED THAT:

The acting or permanent Executive Director of the Authority, or his designee, (the "Executive Director") is authorized to enter into all documents required in connection with and take all other actions necessary to consummate:

1) the reconstruction, financing, operation, and management of the Hayes Valley South development, subject to required HUD approvals and approval of legal counsel, including, but not limited to: (1) a Mixed Finance Proposal, (2) a Second Mortgage Loan and Grant Agreement and a Third Mortgage Loan Agreement, (3) an Amended and Restated Ground Lease, (4) a Regulatory and Operating Agreement, (5) a Fourth Amendment to the Disposition and Development Agreement, (6) an Escrow and Disbursing Agreement, (7) one or more reserve agreements; (8) a management plan, and any other documents related to the reconstruction, financing, operation and management of the Hayes Valley South development.

2) the amendment of and certain additions to the closing documents for the reconstructed Hayes Valley North development to provide for priority for relocated tenants in all units through an Amended and Restated Regulatory and Operating Agreement, one or more reserve agreements, a management plan, and any other documents as may be necessary to conform the Hayes Valley North development and closing documents to the Hayes Valley South development and closing documents.

This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

_____ Joseph M Hamblin 11-6-97

Legal Counsel Signature Date

207\07\106764.01

SAN FRANCISCO HOUSING AUTHORITY

HOPE VI Conference Questionnaire
Hayes Valley Case Study

I. City Overview

San Francisco is a favorite tourist destination for millions of world wide travelers because of its natural beauty, magnificent views, stunning Victorian homes, temperate climate shops and entertainment. The seven square mile tip of a peninsula is comprised of a series of unique small residential neighborhoods, each complimented with retail shopping areas, parks and services, and a thriving downtown commercial area.

The population of San Francisco has been steadily increasing during the past seventeen years to 778,000 after a drop from 775,357 in 1950 to a low of 678,974 in 1980. Diversity has also been increasing and the ethnic breakdown is now:

- African American 10.6%
- American Indian, Eskimo or Aleut .4%
- Asian American 28.7%
- Caucasian 46.8%
- Latino American 13.4%

The economy, which is primarily based on service industries, retail and tourism is booming and the city is rapidly becoming a middle and upper income community where the average income for a family of four is $62,200. Market competition helped add 415,000 jobs in California from June 1996 to June 1997 – according to a Bay Area economist – with 181,000 of those are in the Bay Area. All of these people need a place to live.

Housing in San Francisco is in relatively good physical condition, even though over two thirds of it was built more than fifty years ago. The demand for housing has been so strong that San Francisco has not suffered from problems of housing abandonment or severe neglect which have plagued other older cities in the East and Midwest. Because of limited available land and restricted zoning densities, housing supply has remained relatively stagnant. Also holding supply down are the high costs of development along with cumbersome permit processing and inspections. There is no relief in sight.

Over the past thirty years, rents and property values in San Francisco have been rising at faster rates than incomes. Families on fixed low incomes have suffered the most from these trends. In San Francisco, the purchasing power of households fell during the 1980's as housing costs soared. The average price of single family homes escalated 160 percent from $131,000 to $340,000. During the same period, median rents escalated nearly 90 percent from $475 to $895. A household paying 30 percent of their income for

housing must now have an annual income of $48,000 to afford the median rent of an apartment. The average rent for a 2 bedroom apartment is $1,200 and the vacancy rate is now less than 1% in both market and public housing. By contrast, the average public housing rent is $216 per month.

II. Description of HOPE VI Project

Community - Hayes Valley/Western Addition

The Hayes Valley Western Addition neighborhood is primarily residential, but there are many institutions and services including schools, churches, a senior center, stores, playgrounds, laundromats, and restaurants within walking distance (see Exhibit I - San Francisco Map).

Initial development of the Hayes Valley neighborhood began in 1858 when the "Van Ness Map" extended a grid-iron layout of streets and small parks westward across the "Great Sand Waste" that is often blanketed by fog and wind during the summer months. The Victorian flats and homes still predominate today but are now interspersed with new multifamily housing. The neighborhood has successfully blended commercial, retail, institutions and open space areas to create a very appealing neighborhood where the average price of a home is $350,000.

The Hayes Valley sites are bounded on two sides by the Western Addition redevelopment area that carries a legacy of mass dislocation of a once vital African American commuinty (see Exhibit II - Bird's Eye View). Redevelopment also brought notable amenities to the neighborhood. Mini-parks, playgrounds and the Fillmore corridor have been developed providing vital services to Hayes Valley/Western Addition residents. Neighborhood shopping that similarly occupied old and decaying structures has been included in new commercial shopping districts both at the 150,000 square foot mixed use Fillmore Center development and with new development all along the Fillmore Street Corridor. There are eight newly constructed churches in the area. A new cultural center and community center have been added to maintain the ties of the neighborhood to its roots. Despite gentrification, the neighborhood has successfully blended senior and family low to moderate income housing, businesses and open space areas to create a very appealing environment.

North of the Hayes Valley/Western Addition neighborhood is "lower Pacific Heights" where middle and upper income families are buying homes at more "affordable" prices than the multi-million dollar prices in the adjacent Pacific Heights area. To the east of the neighborhood is the civic center, where the Opera House, Symphony Hall, Ballet Center, City Hall, new Main Public Library, Brooks Hall Convention Center, new state building, federal building, court buildings, restaurants, shops and offices are located.

In order to preserve existing strengths and the sense of community identity that exists, the new improvements planned for the Hayes Valley Apartments community have

been designed working closely with the public housing residents, neighbors, community organizations and city agencies. The plan insures the viability of the physical plans as well as the Family Self Sufficiency components.

Development Name - Hayes Valley Apartments

Grant Application

- Year of Application: 1995

- HOPE VI Grant Amount: $22,055,000

- Current Stage of project: The HOPE VI Grant is being used as part of the funding necessary for the reconstruction of the Hayes Valley Apartments. A private developer partner is bringing $14.2 million in Low Income Housing Tax Credit Equity and $4 million in an FHA insured private mortgage.

- Construction of 81 units at Hayes Valley North is nearing completion and will begin to be occupied by mid-December 1997. Site preparation work is completed at Hayes Valley South and construction of 114 units is scheduled to begin immediately after loan closing by the end of November 1997. Hayes Valley South will be completed and ready for occupancy by November 1998.

Objectives of Proposal

- The objectives of the plan are to transform public housing into a revitalized community of choice and: (1) correct the severely distressed physical living conditions; (2) break the isolation of the Hayes Valley public housing sites and the residents who live there; (3) provide resident entrepreneurial opportunities, resident empowerment, education, job training, and employment; (4) build economically integrated communities that link with the neighborhood; (5) develop innovative partnerships that leverage other public and private financing, provide a significant role for the Authority in the partnership, involve residents as partners in the process, and improve management.

- The new Hayes Valley housing will create a model that will provide: (1) critical feedback on the feasibility and effectiveness of alternative management structures as the Authority moves into public/private partnerships; and (2) the tools the Authority needs to become a competitive landlord in the current real estate market place.

Housing: Existing Conditions (prior to demolition)

The surrounding Hayes Valley neighborhood is stable, yet the quality of life in the development was severely distressed. Some of the lowest income residents of San Francisco live in these developments with little chance to move into the tight housing

market in the Bay Area without assistance. The best hope for the residents of Hayes Valley has been to improve the existing living environment through revitalization of the sites where they have lived.

Families living at Hayes Valley were living in severe distress when also defined by their levels of employment and income. Prior to relocation, only 8 percent of the heads of household were employed, one of the lowest levels of employment at any Authority development. These figures compare very poorly with neighborhood and citywide employment information and reflect isolation and other socio-economic problems such as lack of adequate childcare, low educational achievement levels and low self esteem.

Forty-eight percent of the families at Hayes Valley were headed by single females. Many of the single parents are teen mothers who were forced to drop out of high school in order to care for their children and are now ill prepared for the kind of jobs that are available in San Francisco. During the past 30 years the percentage of local jobs that require more than a high school education has gone from 37 to 55 percent. High school drop-outs are almost three times as likely to be unemployed. The average income of Hayes Valley households was $7,000 or 12 percent of the city average at the time of HOPE VI application.

Hayes Valley was called "Death Valley", one of the worst public housing developments in the country. The isolation felt by many residents of public housing also originates from the stigma associated with "the projects". Constructed in 1962, the original site plans and building design are typical of other seriously flawed pubic housing of that era (see Exhibit III - Hayes Valley Historical Site Plan). The irregular arrangement of buildings on the block and the system of gallery entrances and unsupervised stairwells are ill-suited for family housing. They create inherent problems related to security, privacy and open space. These problems are so fundamental that they cannot be remedied by renovation or revision of property management practices.

The site plans of the Hayes Valley developments pre-dated the current challenges associated with preventing drug-related crime. Many of the concepts of environmental design used in new developments to discourage undesirable activity (e.g. drug related crime, vandalism, etc.) were not used in practice when Hayes Valley was originally built in the 1960's. The developments are oriented away from the streets. Street frontage of the development was distinguished by small opaque bathroom windows, a clear example of the wall between the development and the larger community. Since many of the interior common areas are unused, these spaces became forbidden to passersby (see Exhibits IV, V, VI, and VII - Hayes Valley "Before" Photographs).

Deterioration of the buildings and infrastructure was a serious danger to the Hayes Valley residents. For example, the rusting of metal stringers, beams, channel and other structural elements supporting exterior staircases created a clear emergency condition. In some places, supports had rusted through completely. In others, the oxidation process

was sufficiently advanced to threaten the structural integrity of the stairs. Imminent failures of the stairways would create fire safety hazards by limiting egress.

The sanitary sewer lines were severely deteriorated resulting in frequent sewage backups and consequent health hazards and hazardous materials including lead-based paint and asbestos were present throughout the development. The deterioration of the buildings exacerbated this condition, including degradation of painted surfaces. Corroded metallic surfaces, such as the staircases described above, are mostly painted with lead-based paint and presented particular problems.

Housing: Proposed Development

The Authority, the neighborhood and the city are getting a beautiful, safe, well-run, quality development in place of the old Hayes Valley projects. One hundred ninety-five units of mixed-income housing, newly rebuilt three story townhomes, well landscaped and carefully designed as "defensible space". Twenty of the units will be wheelchair accessible flats. The new development has many larger units to accommodate families, so that despite the fewer units, the number of bedrooms is almost the same. Many of the prior residents living in studio and one bedroom units were mothers with children who needed larger apartments. One hundred seventeen (60%) of the units remain subsidized by the Authority for public housing eligible tenants and 78 (40%) are affordable to families making no more than 60% of the median income ($37,200 for a family of four).

While a priority of HOPE VI and previous leaders in San Francisco has been to reduce density and replace public housing with mixed income communities, this has been highly controversial because of the dramatic reduction of housing for very low income households. The actual loss of "public housing" units is a total of 177 (99 through density reduction and an additional 78 to create a mix if incomes on the site). The opposition to revitalizing public housing in San Francisco stems from:

- Scarcity of affordable housing.
- Extremely high rents.
- A public housing waiting list of 12,000 households (approximately 30,000 individuals).
- Three to eight year wait to get into public housing.
- Small proportion of large public housing apartments (only 21% of the 6,526 public housing units are 3 and 4 bedroom).
- Perception that African Americans are being run out of the city.

Adding to the complexity of the problems are the strong advocacy groups that are "great on process but not on results", highly involved neighborhood groups and media focused primarily on negative images. Future HOPE VI efforts stress phasing and minimization of relocation to improve the overall process.

The prior residents have first priority to move back all of the new apartments at initial lease-up. The households will be eligible for apartments that are the right size (a mother with two children will have to be offered a two or three bedroom units depending on the age and sex of the children, for example). Once the size of the apartment a resident qualifies for is determined, priority will be given to those residents who lived at Hayes Valley the longest. Prior residents who qualify for the public housing assisted units will be offered these units. Prior residents who meet Tax Credit income terms are eligible to move into these units. Those residents who wish to keep their Section 8 Certificates will be able to move into Tax Credit units and pay only 30 % of their income. If more residents wish to return to the new Hayes Valley housing than there are units available, a waiting list will be established with these residents at the top.

Residents will have to meet reasonable standards to qualify (such as not be involved in criminal activity and currently tenants in good standing). The relocation and long-term subsidy of all prior tenants fully complies with federal relocation law.

The Hayes Valley site plans reintroduce a traditional pattern of family housing which predominates in stable neighborhoods throughout San Francisco (see Exhibit VIII - Hayes Valley North Site Plan and Exhibit IX - Hayes Valley South Site Plan). This is consistent with historic housing patterns on the blocks surrounding the site and similar to that which existed on the site prior to the construction of the public housing project on two megablocks. Linden Street at Hayes Valley North and Rose Street at Hayes Valley South are being restored to their pre-1960 configuration as a mid-block lane running from Webster to Buchanan to create four smaller blocks. All buildings are sited close to the street and face the public right of way to provide a sense of ownership for residents, foster linkages between the residents and the neighborhood, and give clear surveillance to enhance security. All kitchens open to secure, private rear yards where small children can play away from traffic and other potential dangers.

All buildings are three stories high and step down the street following the topography of the sites (see Exhibits X and XI - Hayes Valley Elevations). Architectural style has been drawn from the typical historic San Francisco style Victorian townhouses with two story bay windows, dormers, tall front steps and varied roof lines. Each structure has a large ground floor flat with two side by side townhouses above. There are no public corridors, galleries, stairs or walkways and the only common open space areas are in protected rear yard areas.

The development is a mix of three stories and three occupied stories over garages that are approximately 32-40 feet in height, comparable to the existing development (see Exhibit XII - Hayes Valley Section). At Hayes Valley North, the proposed mid block lane is approximately 22 feet wide with seven feet designated for on-street parking. The existing spur of Linden Street remains a city street but the new extension is considered a private street. Auto access is not restricted, but signs will be installed indicating that parking is for residents only and all others will be towed away. Residents will be issued

stickers to identify their vehicles. Maintenance workers assigned to the site will monitor the assigned parking spaces and cal the towing service when necessary.

The proposed new streets dividing the two megablocks into four smaller blocks provide for more street frontage and more parking. All of the parking in the new developments will be fully open for surveillance from the public way and city police patrol. The parking is conveniently located in proximity to the front doors of the homes, as it is throughout the city.

There is a change in emphasis from smaller to larger units reflecting a recognition of the overwhelming need for more affordable multiple bedroom units in San Francisco. Reducing the number of studio and one bedroom units enables the on-site Family Self Sufficiency programs to be focused on the needs of large families. The new dwellings have an average of 2.3 bedrooms per unit compared to 1.6 per unit of the existing housing. The unit breakdown is as follows: 12 one bedroom; 124 two bedroom; 47 three bedroom and 12 four bedroom apartments. The original configuration was: 26 studios; 122 one bedroom; 126 two bedroom, 11 three bedroom and 9 four bedroom apartments. Every apartment is being furnished with a dishwasher, washing machine and clothes dryer.

Twenty of the ground floor flats will be fully wheelchair accessible and will meet UFAS requirements. As a result of discussions with physically impaired individuals, these apartments will also have overhead lighting in all rooms, wheelchair symbols on windows and low tuft adhesive applied carpet. They will be on accessible routes to parking, transportation, common areas and community facilities. Ten of the apartments will have roll in fiberglass showers. In addition, 24 additional ground floor flats will meet the slightly less rigorous Title 24 accessibility requirements.

Each apartment will have direct front door access from the public sidewalk. Each home will have its own address and its own private porch/front yard. The plan is to recreate the traditional city block, where the street is the right of way. The transition between the privacy of the home and the publicness of the street occurs in a well-defined zone of front yard and porch. The rear yard areas will be reclaimed and secured for the use of the families living next to them. They are accessible only through the units and can thus be used only by the residents and their guests. Large open public spaces are available in the adjacent area, namely Buchanan Park, Koshland Park, Alamo Square, and Duboce Park. In layingout the new residences along traditional lines, the residents achieve a variety of choices: direct access to city streets, privacy, and easy mobility to large recreational open spaces nearby.

A Service Hub with an outdoor terrace is being provided on the south side of Linden Street housing property management and maintenance offices. The new development also includes community space for meetings in the Hayes Valley South block right off Rose Street. The facility, located adjacent to the property manager's office, will offer amenities such as office space for the Resident Management Corporation, rest rooms, and

recreational facilities with an adjacent playground area. A new 3,000 square foot Childcare/Community Learning Center is also being built on the corner of Haight and Buchanan Streets.

Summary of the Mixed Finance Transaction

The City is getting over $42 million in outside funds to rebuild the sites, plus housing affordable to families with a variety of lower incomes. The Authority is getting over $20 million in private investment, a completely rebuilt site, while retaining control of the site and eventual ownership.

To get the private investment (about $20 million on the two Hayes Valley sites), the land will be leased by the Authority and the improvements are going to be owned by a partnership. A nonprofit entity controlled by the Authority is the managing general partner. The Authority's non-profit arm will control and manage the site for the next 20 years. This type of ownership structure is very typical of these types of affordable housing developments, and is used by major builders and non-profits like BRIDGE all over the Country.

After the private investors have received the tax credits that they paid over $16 million for, the Authority's non-profit arm has the option to be the sole owner of the property. As is typical for these types of transactions, it is expected that the non-profit, as the new owner, will assume any outstanding debt on the property (like a new owner assuming an existing mortgage when buying a house) – and much of this debt is owed to the Authority. The $9 million "purchase price" sometimes referred to is just the amount of debt expected to be owed at that time. It will not be cash out of the pocket of the Authority.

Final negotiations on the Hayes Valley North have been conducted and documents are being prepared for signature. The Hayes Valley South site negotiations are nearing completion as well.

Community Services: Existing (prior to demolition)

- There was no permanent space for services on site. Several apartments were converted into a family home treatment center that operated until the site was vacated during relocation. A Head Start childcare facility was opened near Hayes Valley North in a bungalow placed on an adjacent park. Many services are available in the neighborhood, including day and child care, adult services such as drug and alcohol counseling, education, and job training, churches and social services for families and senior citizens.

Community Services: Proposed

- $1,600,000 in HOPE VI funds are reserved for a Family Self Sufficiency Plan with an emphasis on economic opportunities, education and employment.

- Strong efforts are being made to create community linkages with existing service provider agencies, both public and private, within the four focus areas of education, environment, public safety and human needs. In addition, the Authority will partner with other community service programs to increase the availability of a full range of services.

- The site will include a one-story, 3,000 square foot building with childcare space and a computer learning center. Adjacent to this building is a community center, resident management corporation office and property management office. The family self sufficiency component of the HOPE VI program at this site will provide, through community based organizations: resident entrepreneurship, youth and adult education, and a computer learning center.

Security: Existing Conditions

- Extent of crime in neighborhood: high incidence of crime in the Hayes Valley neighborhood is now countered by the Mayor's accelerated use of police and the SFHA's increased use of outside security. Anonymous open space, dark alleyways and poor building configuration that backed virtually windowless buildings against the neighborhood contributed to security problems. The open "no-man's land" public areas were an open invitation as a haven for drug activity, crime and violence, hence affecting the moral and social conditions of the residents and promoting the deterioration of the neighborhood

Security: Proposed Development

- Completely secured perimeter, private rear yard space, private entrances off the sidewalk and defensible space features, such as window security, no alleyways, etc.

Commercial: Existing

- There were no commercial features on the existing site. There are two mini-markets adjacent to Hayes Valley North and there is a neighborhood commercial district adjacent to Hayes Valley South.

Commercial: Proposed

- The 3,000 square foot childcard/computer learning center at Hayes Valley South on the corner of a neighborhood commercial district is zoned for commercial use and could be modified to accommodate resident businesses if desired in the future.

Financing

- The HOPE VI Grant provides for $22,628,254 million and the private sector contribution is over $20 million in Low Income Housing Tax Credit equity ($$16 million) and a private FHA insured mortgate ($4 million). Service provider non-profits and governmental agencies that are work-related to the welfare program are expected to provide in-kind services and case management services for the residents of Hayes Valley as the local Support Services match.

Phasing

- All HOPE VI relocation is governed by the Uniform Relocation Act which requires that all residents be relocated into comparable public housing and pay for all moving related expenses. Residents may also be offered Section 8 Certificates as available.

- 264 families were relocated from Hayes Valley in late 1995 through early 1996. The process was delayed by housing market conditions in San Francisco and the Bay Area where rents rapidly escalated and vacancy rates dropped.

- The Hayes Valley North and South residents who were temporarily relocated have the first right to return to the new housing and are currently receiving pre-screening counseling on being good tenants by remaining current on rent and complying with all lease requirements. Future sites emphasize small phases to minimize the disruption and difficulties of relocation in the San Francisco Bay Area.

- The 264 families who were relocated from Hayes Valley are being tracked. Former Hayes Valley residents receive regular newsletters, notices and other information.

- 66% or 173 families stayed in San Franicsco. Of these families, 67 moved to other public housing.

- The sites are being rebuilt in two phases. Hayes Valley North will be completed by the end of this November and re-occupancy will begin by mid-December. Demolition and site preparation have been completed at Hayes Valley South. Construction is expected to begin in the next several weeks and be completed by November 1998.

Planning and Design

- The construction will be 3-story wood frame structures, separating the two mega-blocks into four blocks by the re-introduction of two private streets and all new site utilities. The townhomes and flats will have fully landscaped small private frontyards and private backyards and decks.

- The HOPE VI Working Group consisting of Hayes Valley residents, Housing Authority staff, the private developer partner and community organizations developed the plans for the new Hayes Valley housing.

Distinction from other HOPE VI Sites

- The Mayor of San Francisco has actively supported the development of this development because of the deterioration of the structures, poor initial design, high crime, drug activity and vandalism. The Mayor has assisted in integrating agencies and resources for the better application of community resources for the residents.

- The improved site will feature a decrease in density, but no mayor reduction of bedroom units. The original number of units was 294 versus 195 much larger units. Even though we lost 99 physical units, we really only lost 14 bedrooms due to the reconstruction. The mostly larger families who could not fit into the predominance of studio and one bedroom units. The new housing allows for a larger amount of the big families to return to the site.

- The financing is mixed public/private through a partnership with a private developer and investor. The structure includes an Authority non-profit as Managing General Partner with Mc Cormack Baron as Asset Manager and the property manager.

- There has been heavy residents and community feedback on the design and implementation of the site and there is a great desire to see residents involved in the management.

- The community is rich with services, middle income and homeownership families surrounding the neighborhood with ancillary parks and adjacent schools, churches, infant day care centers and many community-based organizations who provide further services.

SAN FRANCISCO HOUSING AUTHORITY

HOPE VI Conference Questionnaire
Bernal Dwellings

The Community

Mission District, San Francisco, CA

Bernal Dwellings is located at the Southern edge of the Mission District. The Mission District is the center of the Latin population, culture and activity in San Francisco. While the Latin population is estimated to be more than 41 percent of the Mission, many of the newest Latin residents are Central American, in comparison to the traditional Mexican base. In addition, a diversity of ethnic groups, particularly Asians, increasingly relocate into the Mission. The Mission has three vibrant commercial corridors throughout the neighborhood at 16th, 24th and Mission Streets.

Beginning in the 1980's, the Mission began to experience a gentrification by residents who have been renovating Victorian buildings but the Mission District is still the *Barrio*. According to 1990 Census, approximately 40 percent of the households were categorized as either very low or low income. The violent crime rate in the Mission is among the highest in the city. The Mission is a combination of slums and commerce, remodeling and overcrowding, drug use and distress. The Mission presents a unique combination of commerce and culture in San Francisco.

The sunny flatland of this old working class neighborhood was the location of the first Spanish Mission settlement in 1776 and today is the setting for one of the most diverse ethnic scenes of urban America.

The Development

Bernal Dwellings

Bernal Dwellings consisted of 12 three-story wood frame stucco buildings and one eight-story reinforced concrete building, all in decapitated condition with a density of 53 units per acre. The unit count included 88 studios/ 1-bedrooms, 48 2-bedrooms, and 72 3-bedrooms.

Bernal Dwellings was built in 1953 at a time when the premise of public housing design dictated long multiple unit buildings with wide expanses of common areas. The buildings backed up onto the surrounding neighborhood with a relationship that stigmatizes it as public housing. The site's high density, constant graffiti, seismic instability, fundamental design and security problems, hazardous materials and outdated and deteriorated infrastructure systems, created a dangerous place to live.

Grant Application

Current Stage of project

Year of Application: May 5, 1993
HOPE VI Grant Amount: $23,628,254

The buildings have been demolished and the site is cleared. Site preparation, utility and infrastructure construction will begin in December 1997. Construction of the 160 units will begin in February 1998 and ready for occupancy in March 1999.

Currently, there is a budget gap of over $6M due to redesigning and expanding the community service space, increasing construction costs and ancillary expenses due to time delays. Approximately $6M could be financed with Low Income Housing Tax Credits, however, a long term land lease and private partnership would likely be required.
A private developer partner, procured through the Request for Proposal process, is expected to bring $6,081,193, pending negotiations with the selected developer.

HOPE VI - New Housing
The Authority is rebuilding Bernal Dwellings in a traditional neighborhood style similar to the surrounding Mission neighborhood. We will scale down the mega-block into four smaller city blocks. The new development will replace the conventional high-rise, high density public housing barracks style housing with family style three-story town homes and flats. Each home will have private outdoor space with a kitchen overlooking it and a front door facing the neighbors with eyes on the street. The new housing will be built into the grid and scale of the neighborhood.

The design, based on the principles of New Urbanism, creates a safer, pedestrian-friendly site with private entrances off the public right of ways, private backyards and porches. The new housing crease a sense of ownership and pride together with a connection to the surrounding community.

The new townhouses and flats also serve the needs of our families with children.
A total of 389 bedrooms for families will be rebuilt to replace the original XX predominately studios and one-bedrooms which is a net loss of only XX bedrooms.
Bernal Dwellings: 3-1 bedroom, 85-2 bedroom and 72-3 bedroom - a total of 160 units

HOPE VI - Residents
Seventy-eight percent of public housing families are headed by single mothers with low education levels and limited job experience. The average family size is 2.5 persons. The average family income is $9,553 with an average rent of just over $200 a month. While at the same time the average household income in San Francisco is $62,200 for a family of four and the average rent for a two bedroom apartment is $1,200

Bernal Dwellings demographic breakdown is 73% African Americans, 3% are Asian/Pacific Islanders, 7% are White, 13% are Latino, one percent are Native Americans and 3% are other nationalities.

HOPE VI - Relocation

The relocation process at Bernal Dwellings was delayed seven months because of a housing shortage in the Bay Area, a less than 1% vacancy rate in San Francisco coupled with escalating rents.

Relocation at Bernal Dwellings was also slowed by threats of law suits from and long negotiations with the San Francisco Lawyers Committee for Civil Rights on the Relocation Plan. The Planning Commission under pressure from the Lawyers Committee withheld approval of the demolition permits until January 15, 1997.

However, with the housing crisis and legal action, 70% or 125 families remained in San Francisco, of these families, 67 moved to other public housing, 29% moved in the Bay Area and 1% move outside the Bay Area. All Bernal residents will have the first right to return to the new housing and will receive pre-screening counseling.

Objectives of Successful Proposal

The goals of the HOPE VI Program are simple: correct seriously distressed living conditions; break the isolation of public housing residents; provide educational and employment opportunities while encouraging community service; building economically integrated communities; and innovative partnerships that leverage other public and private financing involved residents and improve management.

The intent of the HOPE VI program is to house residents in a safe environment that fosters job training and employment opportunities. In order to accomplish these goals the new site will include a community center, a day and child care center, a business incubator and on-site management, maintenance and resident management facilities and twelve home offices.

The Bernal residents will participate in inter-active community activities in the surrounding area and have access to over 400 community-based organizations and services to promote self-sufficiency. The residents are also developing a possible partnership between the Authority and the resident association in order to promote resident management. And, the new housing will integrate telecommunications technology to ensure that Bernal Dwellings is at the forefront of the Campus of Learners sites.

Community Services

Existing

The Precita Center offers infant/child care and tutorial programs for school age children. Services conducted at a converted 3-BR apartment and at a nearby Precita Center. Many services are available in the neighborhood, including day and child care, adult services such as drug and alcohol, counseling, education, and job training, and social services for families and senior citizen.

Community Services

Proposed

The site will include a one-story, 3,000 sq. ft. building with day care/childcare facility, a job training/business incubator facility, and the community and supportive services component will provide, through community based organizations: resident entrepreneurship, youth and adult education, computer learning center, etc., along with 12 home-offices and resident and management offices.

Security

Existing Conditions

The incidence of crime in the Mission area is one of the highest in the city. Six gangs surround this four acre residential parcel. The old site was once haven for drug activity. The open "no-man's land" public areas of the old buildings were an invitation for drug activity, crime and violence. The constant violence affected the moral of the residents and perpetuated the deterioration of the social conditions of the neighborhood

Security

Proposed Development

Completely secured perimeter, individual entries off the sidewalk and defensible space features, such as window security, no alleyways, etc.

Commercial

Existing

There are no commercial features on the existing site. There are two mini-markets in the periphery and substantive commercial activity is a five minute walk from the site.

Commercial

Proposed

There will be a 3,000 sq.ft. business incubator facility on-site, along with a daycare, child care facility and twelve (12) home offices to provide entrepeneurship and training for residents.

Financing

There is a 15% support services city match which is $85,193 based on the support services grant amount. The $23,638,354 HOPE VI Grant will be leveraged in the private sector and is expected to raise and additional $6,081,193. Service provider non-profits and governmental agencies that are work-related to the welfare program are expected to provide in-kind services and case management services for the residents of Bernal Dwellings starting as soon as Spring of 1998.

Phasing

The relocation, demolition, new construction and occupancy will not be phased. All 179 families were relocated from Bernal Dwellings during the Winter and Spring of 1997. Demolition followed and was completed in August 1997. Site preparation and construction will begin in the fall of 97. Construction completion is expected in March of 1999 and full occupancy by April 1999.

Planning and Design

The construction will be 3-story wood frame structures, separating the mega-block into four blocks by two private streets and all new site utilities. The townhomes and flats will be wood construction and have fully landscaped small private front yards and private backyards and decks.

The HOPE VI Working Group consisting of Bernal Dwellings residents, Authority staff and vested interests groups. The "New Vision" Master Plan for Bernal Dwellings is based on residents needs which includes the 12 home offices on site. These units, originally four bedroom apartments, will now be used as three bedroom apartments with a room with outdoor access for possible entrepreneurial opportunities.

Distinction from other HOPE VI Sites

The Mayor of San Francisco has actively supported the development in hopes that the new site will reduce crime, drug activity and vandalism. The Mayor has assisted in integrating city agencies and community resources for the residents. The community is rich with services, middle income and homeownership families surrounding the neighborhood with ancillary parks and adjacent schools, churches, infant day care centers and many community-based organizations who provide further services.

The site will provide for a financial mechanism similar to Hayes Valley. A Request for Proposal for a Developer Partner will be released in December 1997, whereby Bernal Dwellings will be structured as a limited partnership which includes the Authority as the General Partner and the selected developer as the asset manager. This mechanism is yet to be defined and will be part of a negotiation process to be set after the selection of the qualified developer.

There has been extensive residents and community input on the design and implementation of the HOPE VI Implementation Grant there is a great desire for its success.

HOPE VI Conference Questionnaire

Community Name

Western Addition, San Francisco, CA

The Yerba Buena Plaza East (Plaza East) development, built in 1956, is now a severely distressed public housing development. Plaza East is located at the core of the Western Addition, surrounded on all sides by San Francisco's redevelopment area. Unfortunately, improvements that accompanied redevelopment in the 1960's and 1970's also carried a legacy of mass dislocation of this vital Western Addition Neighborhood, leaving Plaza East in the midst of an area in need of positive revitalization. The site is divided into a larger megablock bounded by Turk Street, an arterial commuter to the South, Laguna Street and Buchanan Street major thoroughfares on the east and west edges and on the North by Eddy Street, which also runs the length of the site. A smaller block to the north of the megablock is bounded to the north by a smaller alley, Willow Street. Across from Plaza East on the east is Jefferson Square and Hayward Playground, two community park areas, and on the west is bounded by the Buchanan Street Mall, a street converted into a pedestrian mall as one of redevelopment's efforts to mitigate traffic impact, drive-byes and street crime.

Development Name

Plaza East

Plaza East consists of 276 apartments in four low, mid and high-rise concrete buildings. It occupies one full size block and most of one narrow city block. The density is 77 units per acre, well above the surrounding neighborhood. The site slopes but has been extensively re-graded to create a level enough pad for the twelve story high-rise slabs and their three-story wings. Problems are present consistently throughout the site. The existing low and mid-rise buildings are in seriously deteriorated condition. The open space present blank and forbidden appearance. The high-rise buildings share a design similar to the 1950's public housing design. Damage sustained in the 1989 Loma Prieta quake left the Plaza East high-rises with water leaking through the cracks in the concrete walls further deteriorating the buildings structurally and cosmetically. Elevators require expensive maintenance and are frequently out of service. Asbestos and lead-based paint are present extensively. Plaza East was built in 1956 at a time when the premise of public housing design dictated long multiple unit buildings with wide expanses of common areas. The relationship of the buildings to the street stigmatizes it as public housing as it differentiates itself from the neighborhood. The reconfigured development will introduce smaller blocks at the site with units oriented to face out, to the public right-of –way.

Grant Application

- Year of Application: May 5, 1993
- HOPE VI Grant Amount: $25,971746
- Current Stage of project: The HOPE VI Grant will be used as part of the funding necessary for the reconstruction of Plaza East. A private developer partner, procured through a Request for Proposal process, will be expected to bring $6,073,904, pending negotiations with the selected developer.

- The site is currently being demolished and will be cleared for site preparation, utility and infrastructure construction, by February 1998.
- Construction of the 193 units will begin in July 1998 and will be ready for occupancy on September 1999.

Objectives of Successful Proposal

- Plaza East will assist in rebuilding the community around Jefferson Square by rebuilding 193 units of public housing in a neighborhood setting. By transforming a mega-block and rebuilding its scale to two blocks of three-story townhomes and flats, the new development is downsized from its original high- and mid-rise status and a new street is built to the same grid and scale of the neighborhood.
- Its intent is to bring most previous residents back to Plaza East in an environment where a range on income levels may give way to resident entrepreneurial opportunities, resident empowerment, education, job training or employment opportunities. The desire is to integrate the site into the existing neighborhood. The components of the plan are:
    - The urban design, based on the principles of New Urbanism, helps create a safer, pedestrian-friendly site with private entrances off the public right of way, private backyards and porches, and a feeling of belonging to the community, therefore creating a sense of pride and ownership.
    - The site will include a community center, a Head Start Center, a laundry facility to be managed by the Tenants Association, an on-site management and maintenance shop and resident management and office management facilities.
    - Inter-active resident and community participation of activities in the surrounding area.
    - Access to over 450 community-based organizations and services to promote self-sufficiency.
    - A possible partnership between the Housing Authority and the resident association in order to promote resident management.
    - The integration of modern telecommunications technology to ensure that Plaza East is at the forefront of the Campus of Learners sites.
    - A collaboration between the resident association, the Housing Authority and other community-based organizations with vested interests in this public housing community.
    - A community building strategy that integrates social services targeted to a public housing population that is moving forward and transitioning out of public housing.

Housing: Existing Conditions

- The original site has 276 units (77 units per acre) which will be demolished from August 1997 through February 1998. There were 232 families relocated due to attrition, of which almost 70% stayed in either public housing or private homes subsidized with Section 8 Certificates. The site had 104 studios/ 1-bedrooms, 124 2-bedrooms, 36 3-bedrooms and 19 4-bedrooms.

- The degree of blight is extreme: serious infrastructure problems, outdated systems, general deterioration, constant graffiti, extensive lead/ asbestos and extreme seismic instability.
- The current population is 642 individuals, whose average stay has been close to seven (7) years. Their average income is $7,708 and over 50% of the residents are AFDC recipients,
- The ethnic breakdown is 89.9% African American, 2.2 is Asian, 4.1% is latino, 3.4% is Caucasian and 0.4% are from other ethnic groups.

Housing: Proposed Development

- The proposed development will include 160 units (54 units per acre), along with a community center, a Head Start Center, a laundry facility to be managed by the Tenants Association, an on-site management and maintenance shop and resident management and office management facilities.
- Current design improvements are underway at the Buchanan Street (pedestrian mall) and at Jefferson Square Park and the Hayward Playground.

Community Services: Existing

- Plaza East had an on-site drug and rehabilitation counseling program and an on-site Head Start Program offering infant/ child care and tutorial programs for pre-school age children. Services were conducted at a facility at 1255 Eddy Street and it was privately managed. Many services are available in the neighborhood, including day and child care, adult services such as drug and alcohol, counseling, education, and job training, and social services for families and senior citizen.

Community Services: Proposed for both Bernal Dwellings and Plaza East

- The site will include a one-story, 2,800 sq. ft. building with a day care/ childcare facility, a laundry facility managed by the Tenants Association and tenants association and management offices.
- The community and supportive services component key elements consist of the Six Month Workplan:
- Develop representative resident leadership with inclusive and broad participation
- Leverage existing resources to provide self-sufficiency to displaced HOPE VI residents
- Focus HOPE VI resources on communications, information & referral, leadership development/ training and case management services to be provided by selected contractors and residents hired and cross-trained as outreach workers and self-sufficiency coaches.
- Develop the capacity to continually assess needs, evaluate and monitopr progress and outcomes – components critical to providing meaningful services, sustaining these efforts, and attracting future funding.
- Immediately engage residents in HOPE VI activities designed to provide constructive self-sufficiency services and leadership to displaced residnets while also building a strengthened sense of community and commitment to their revitalized neighjborhoods. Emphasis has been employed on securing employment training,

development and retention services, as economic self-sufficiency is considered crucial to attaining family stability and self-esteem.

Security: Existing Conditions

- Extent of crime in neighborhood: The incidence of crime in the Western Addition area is one of the highest in the city. Many gangs surround exist in the community surrounded by mostly multi-family rental units and single family homeownership properties. The open "no-man's land" public areas are an open invitation as a haven for drug activity, crime and violence, hence affecting the moral and social conditions of the residents and promoting the deterioration of the neighborhood

Security: Proposed Development

- Completely secured perimeter of the property, individual entries off the sidewalk and defensible space features, such as window security, no alleyways, private, fenced backyards, individual decks off the second floor townhomes, etc.

Commercial: Existing

- There are no commercial features on the existing site, with the exception of the resident-operated laundry facility. There is one mini-markets across the street form the development on Eddy Street. The Civic Center, medical facilities and other commercial activity are five minutes walking distance from the site.

Commercial: Proposed

- A new laundry facility will be built, along with a Head Start facility with the required play yard space.

Financing

- There is a 15% support services city match of $77,648 (based on the support services component amount). The HOPE VI Grant provides for $25,971,746 million and the private sector is expected to contribute $6,073,904. Service providers, non-profits and governmental agencies that are work and welfare program-related are expected to provide in-kind services and case management services for the residents of Plaza East starting as soon as Spring of 1998.

Phasing

- 232 families were relocated from Plaza East in one single phase during the Winter 1996 and Spring of 1997. Demolition will take place from August 1997 through February 1998 and construction is expected to start on May 15, 1998, being completed on July 15, 1999.
- There will be no phasing of the construction process. Residents can expect to return to 193 units with the following mix of units: 19 1-bedroom, 105 2-bedrooms, 50 3-bedrooms and 19 4-bedrooms.

Planning and Design

- The construction will be 3-story wood frame structures, separating the mega-block into four blocks by two private streets and all new site utilities. The townhomes and

flats will have fully landscaped small private frontyards and private backyards and decks.

- The HOPE VI Working Group consisting of Bernal Dwellings residents, Housing Authority staff and vested interests groups in developed the "New Vision" Master Plan for Bernal Dwellings which provided desired guidelines for the design of the site based on residents needs. The plan originated the idea of 12 home offices on site. These units, originally four bedroom apartments, will now be used as three bedroom apartments with a room with outdoor access for possible entrepreneurial opportunities.

Distinction from other HOPE VI Sites

- The Mayor of San Francisco has actively supported the development of this particular project due to the dire need of replacement due to high crime, drug activity and vandalism. The Mayor has assisted in integrating agencies and resources for the betterment of the site and the application of community resources for the residents.
- The improved site will feature a decrease in density, but no mayor reduction of bedroom units. The original number of units was 276 versus 193 much larger units. Even though we lost 83 physical units, we really only lost 53 bedrooms due to the family mix at Plaza East, mostly larger families who could not fit into one and two bedroom units. This allows for a larger amount of the big families to return to the site.
- The site will provide for a financial mechanism similar to Hayes Valley. A Request for Proposal for a Developer Partner will be released in December 1997, whereby Plaza East may be structured as a limited partnership which includes the Housing Authority (as the General Partner) and the selected developer as the asset manager. This mechanism is yet to be defined and will be part of a negotiation process to be set after the selection of the qualified developer.
- There has been heavy residents and community feedback on the design and implementation of the site and there is a great desire to see resident management.
- The community is rich with services, middle income and homeownership families surrounding the neighborhood with ancillary parks and adjacent schools, churches, infant day care centers and many community-based organizations who provide further services.

SAN FRANCISCO HOUSING AUTHORITY

HOPE VI Conference Questionnaire
North Beach Case Study

Community Name
North Beach/Fisherman's Wharf/Chinatown, San Francisco, CA

Development Name
North Beach

Grant Application

- Year of Application: 1996

- HOPE VI Grant Amount: $20,000,000

- Current Stage of project: The San Francisco Housing Authority is seeking a development partner for North Beach through a Request for Proposal process, and working with the Tenants Association and local community representatives to prepare the HOPE VI Revitalization Plan documents to submit to HUD. The residents, architects, and staff have completed a conceptual plan with an estimated total project cost of $65 million. The conceptual plan seeks public and private investors to provide capital to rebuild the public housing, leverage financing for mixed-income units, build retail storefronts near the cable cars and add commercial parking on-site.

- Construction of 229 public housing units (100% replacement) and 126 mixed-income units will occur in phases. The first phase is to be completed in Fall 2000. All units will be ready for occupancy by Spring 2003.

Objectives of Proposal

- The goal of the North Beach HOPE VI proposal is to remove the barriers that prevent the housing development and its residents from being an integral part of its vibrant Fisherman's Wharf/North Beach/Chinatown neighborhood. The intent is to transform the physical shape and design of the development to blend into the surrounding neighborhood; to create a mixed-use and mixed-income community; to link North Beach residents to job, economic, and educational opportunities in the neighborhood; and to create management systems to maintain the security and vitality of the development.

- The goal is to preserve the North Beach Housing Development as a resource for affordable housing in an affluent neighborhood. All 229 existing public housing units will be replaced and 126 additional units will be constructed for subsidized affordable housing. The hope is that North Beach will retain its multi-ethnic tenant population and have the residents benefit from an environment that also has a range of incomes.

- Mixing retail, commercial parking, and housing on the site is intended to allow the North Beach Development to take advantage of its prime location in a tourist area and to ease the transition in the neighborhood from the hotels and shops on the north to the residential areas on the south. Commercial parking in an underground garage and retail spaces next to the cable car turnaround are intended to provide business opportunities for resident entrepreneurs and provide income to support self-sufficiency programs and maintenance on the site.

- For property management, the goal is to maximize the involvement of residents in all aspects of dee Self-Sufficiency Program and the Campus of Learners will offer residents opportunities to increase their income and enhance their education to promote their independence from public assistance.

Housing: Existing Conditions

- Located next to a boarding area for the City's famous cable cars, North Beach has 229 public housing units, 99.10% occupancy, in 48.8 units per acre. Unit type and mix include 61 one-bedrooms, 99 two-bedrooms, 60 three-bedrooms, and 9 four-bedrooms.

- The North Beach Development occupies two city blocks (4.69 acres) and consists of 13 three and four-story concrete buildings. The buildings are structurally sound, but all mechanical systems are in serious disrepair. The most frequent problems are sewer back-ups, unreliable electrical power, roof leaks, discharges of polluted water, peeling lead-based paint, broken thermostats for heat, inadequate lighting, and inoperable windows. The stairwells are dimly-lit, smell of urine, and are hiding places for criminal activity. The buildings do not meet current earthquake safety and disabled access standards. Noisy lines of tourists wait for the cable cars outside of those units facing Taylor Street.

Housing: Proposed Development

- The proposed development at North Beach will have 229 public housing units, 99.10% occupancy, 75.7 units per acre. For the public housing units, the unit mix will include 4 live/work units, 44 senior units, 20 one-bedrooms, 70 two-bedrooms, 70 three-bedrooms, and 21 four-bedrooms. For the subsidized units, the unit mix will

include 73 one-bedrooms, 22 two-bedrooms, 26 three-bedrooms, and 5 four-bedrooms.

- The new development will be built on both sides of the cable car turnaround on Taylor Street. The new North Beach will have three and four story buildings built above a subterranean parking garage. Retail and commercial spaces will occupy the street level along adjacent to the cable car turnaround. The housing units will be built above the garage and retail spaces in small clusters with individual entrances to most of the units by means of private stairways. The top two floors will be townhouse units. Most units will face the surrounding streets.

Community Services: Existing

- North Beach has a 600 square-foot community room, a vacant 3-bedroom unit called the Resource Center, and a portable classroom building to provide community services on-site. Existing community services include: the Kai Ming Head Start Center operates daycare out of the portable classroom building; the Boy Scouts and Girl Scouts of America have established troops at the site; the Tenants Association hosts holiday parties for children; a mobile health clinic visits North Beach periodically; and the Chinatown Resource Center and the Telegraph Hill Neighborhood Center both send staff to assist and organize non-English speaking tenants.

Community Services: Proposed

- The new construction will create a three-story 11,000 square foot community building with a multi-purpose room, childcare center, classrooms, gym, management offices, and computer room. Services will promote resident economic opportunity and will be tailored to suit the needs of the largely non-English speaking tenant population (50% Asian). Some specific examples include English as a Second Language training, hospitality industry training, citizenship training, vendor cart business opportunities, and personal financial planning assistance.

Security: Existing Conditions

- The incidence of crime at the North Beach Development is disproportionately high in comparison to the surrounding neighborhood. Drug dealing and purse snatching are the most common reported crimes. The unfenced complex has hidden corridors and dark open stairwells which are popular hide-outs for criminals. The San Francisco Police Department meets monthly with North Beach residents to report and discuss efforts to reduce crime in the area. In addition, the Housing Authority has hired a team of security guards who patrol the site 24 hours a day on bike and on foot.

Security: Proposed Development

- The new development will be designed with defensible space features. Most units will have private entrances that face the street for "eyes on the street" and no anonymous open space. The complex will have a completely secured perimeter, no alleyways, and secured windows.

Commercial: Existing

- There is no commercial space on the existing site. Immediately across the street are several major hotels, a major chain bookstore, a large home furnishings store, a major supermarket, a drug store and a health club. The area has dozens of restaurants and tourist-oriented shops.

Commercial: Proposed

- North Beach is proposed to be a mixed-use development with 20,000 square feet of retail. The development will have 12-15 storefront spaces along Taylor Street at the cable car turnaround. Several residents have expressed interest in renting and operating their own shops to sell tourist and resident oriented goods.

Financing

- The goal of the financing plan for North Beach is to leverage $20 million in HOPE VI dollars into $65 million to cover the total project cost. The mixed-financing plan seeks to operate with two long-term leases: one with the San Francisco Parking Authority and one with a private development company.

- Given the neighborhood's high land value and shortage of parking, the San Francisco Parking Authority has expressed interest in financing, constructing and operating the subterranean garage on a long-term lease. The Parking Authority would construct the garage with a platform sufficient to be the foundation for the housing units. The Parking Authority would cover the construction cost for the garage by securing $14 million in bonds. The bonds would be repaid by commercial parking revenues. In addition, the Parking Authority would be asked to make an up-front lease payment of $2 million for long-term operation of the garage.

- The second long-term lease would be with a private development company who would be responsible for securing the remainder of the project's financing. The development company would secure a tax-exempt bond allocation and federal low-income tax credits. The plan estimates that $19.5 million will be raised through the sale of the development's tax benefits; $10,000 will be contributed by the General Partner; $4.1 million in tax-exempt debt supported by the income of the affordable

housing units; and the remainder funded by additional private investment or other forms of assistance from local government.

Phasing

- North Beach is to be constructed in phases to minimize the number of residents who would have to be relocated off-site during construction. Relocation is scheduled to begin in Fall 1998 with the first phase of demolition starting in Winter 1999 and the first phase completed by Fall 2000. All units are to be ready for occupancy by Spring 2003.

Planning and Design

- The Housing Authority has convened a HOPE VI Working Group to get resident and community input for the planning and design of the new North Beach. The Working Group meets at least monthly and includes representatives of the North Beach Tenants Association, the North Beach Resident Management Corporation, the Chinatown Resource Center, the Telegraph Hill Neighborhood Center, and the San Francisco Police Department.

- In seeking a development partner, the Housing Authority is looking for a team who will develop a design that is sensitive to the site's residents and various neighbors. The design must consider the needs of the North Beach residents (most families with several children), the Municipal Railway Company (the cable car operators), the Fisherman's Wharf Merchants Association (spokespersons for the tourist-oriented hotels, restaurants, and shops), and residents of Telegraph Hill and Chinatown (adjacent residential areas). The new architecture, infrastructure improvements, open space, and community services will be developed between December 1997 and March 1998.

Distinction From Other HOPE VI Sites

- North Beach's location in one of the world's most popular tourist areas, San Francisco's Fisherman's Wharf, makes this site uniquely challenging and promising. To take advantage of its prime location, the plan includes some unusual elements: (1) tourist-oriented retail spaces adjacent to the cable car turnaround, (2) a commercial parking garage, and (3) an increase in housing density on the site. Adding all of these elements simultaneously has made the financing plan complex. Most unusual, perhaps, is the proposed partnership with the City's Parking Authority to finance and construct a subterranean parking garage to serve as the foundation for the housing units.

- Not unique to San Francisco, but important to note, is this site's multi-ethnic and multi-lingual tenant population. North Beach is 50% Asian, 32% African American,

14% Latino and White, and 4% Other. In response, the planning process and the programs developed to serve the residents utilize interpreters and special methods of outreach.

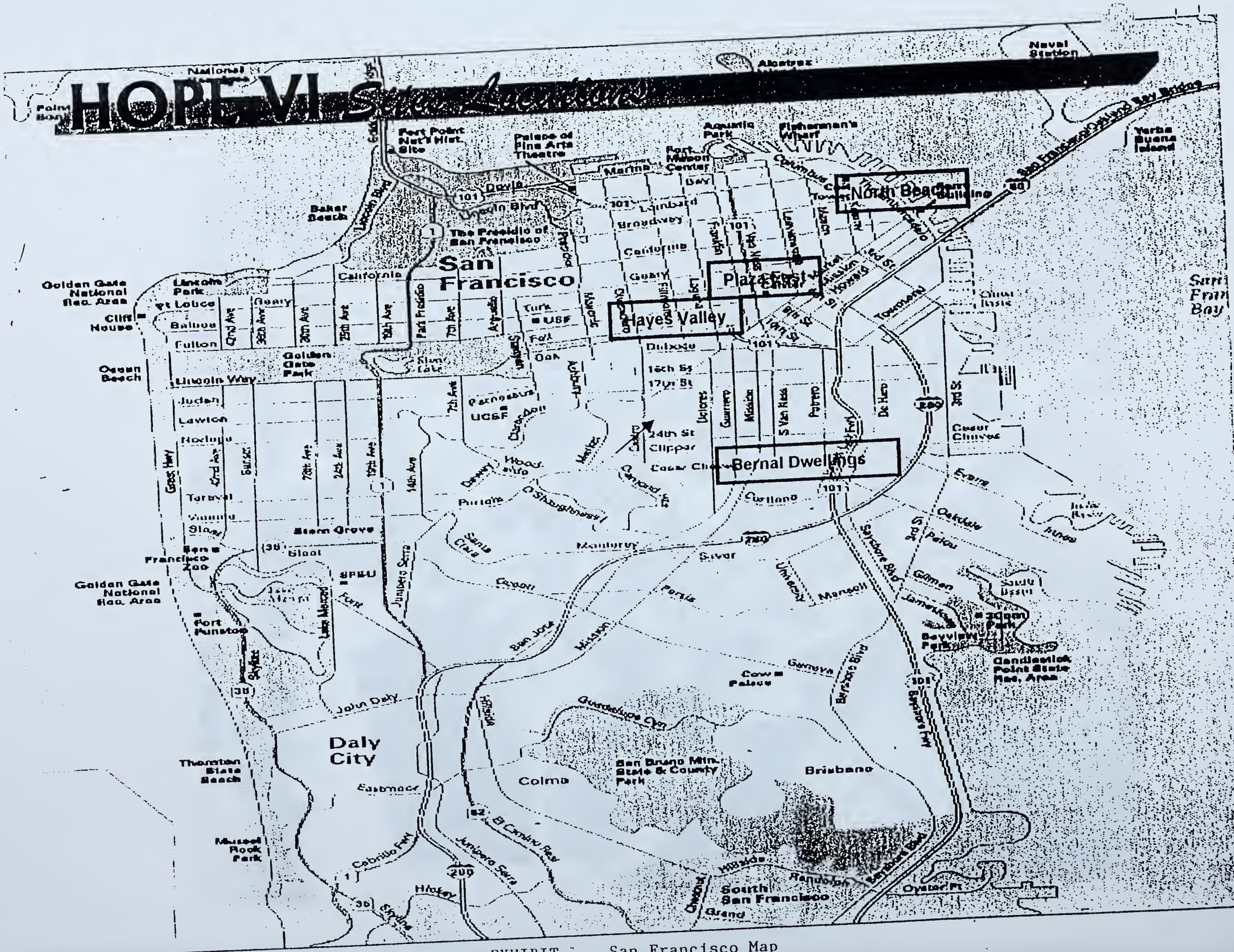


EXHIBIT : San Francisco Map

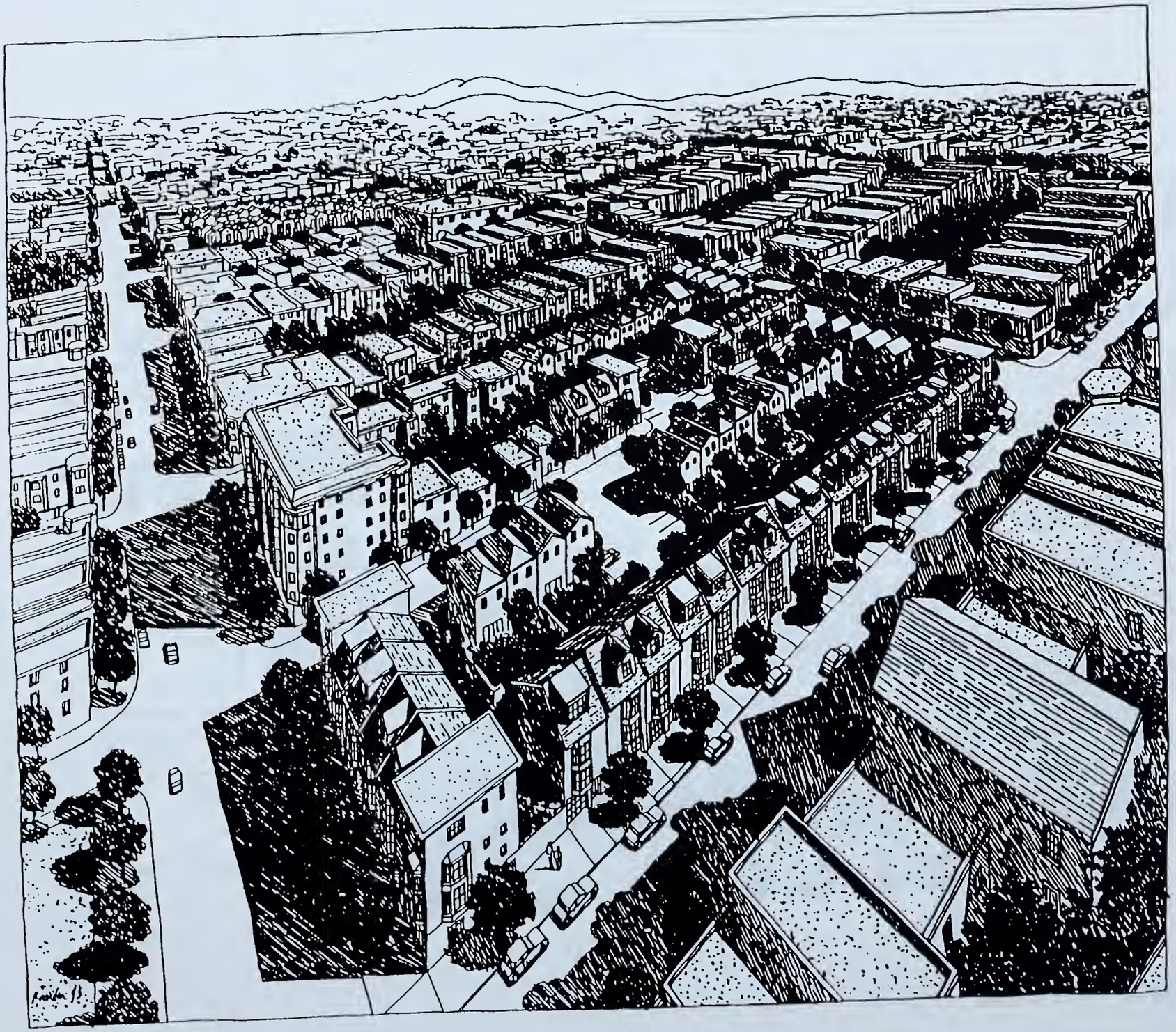
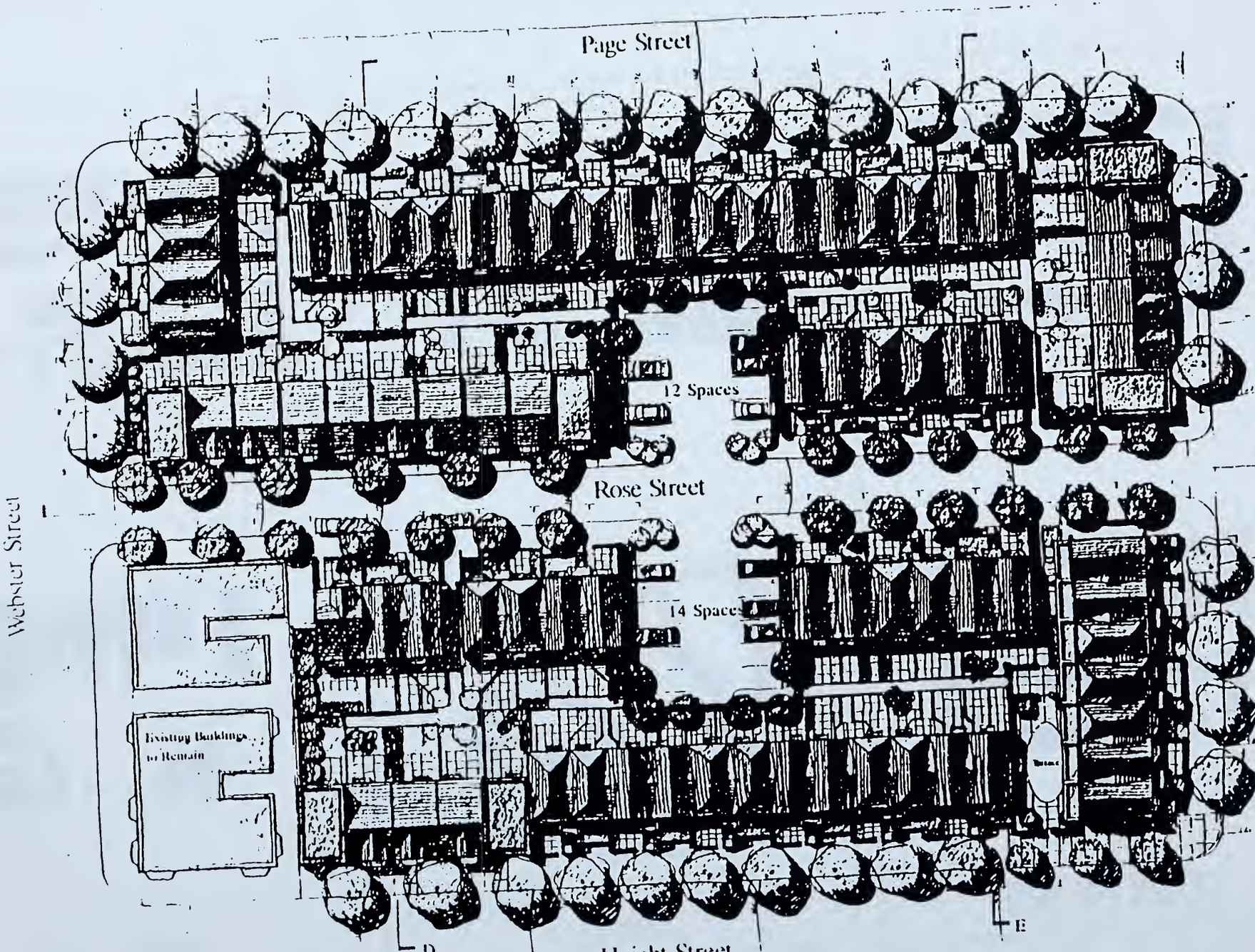


EXHIBIT II - Hayes Valley North & South



Site Plan- South Block

EXHIBIT IX

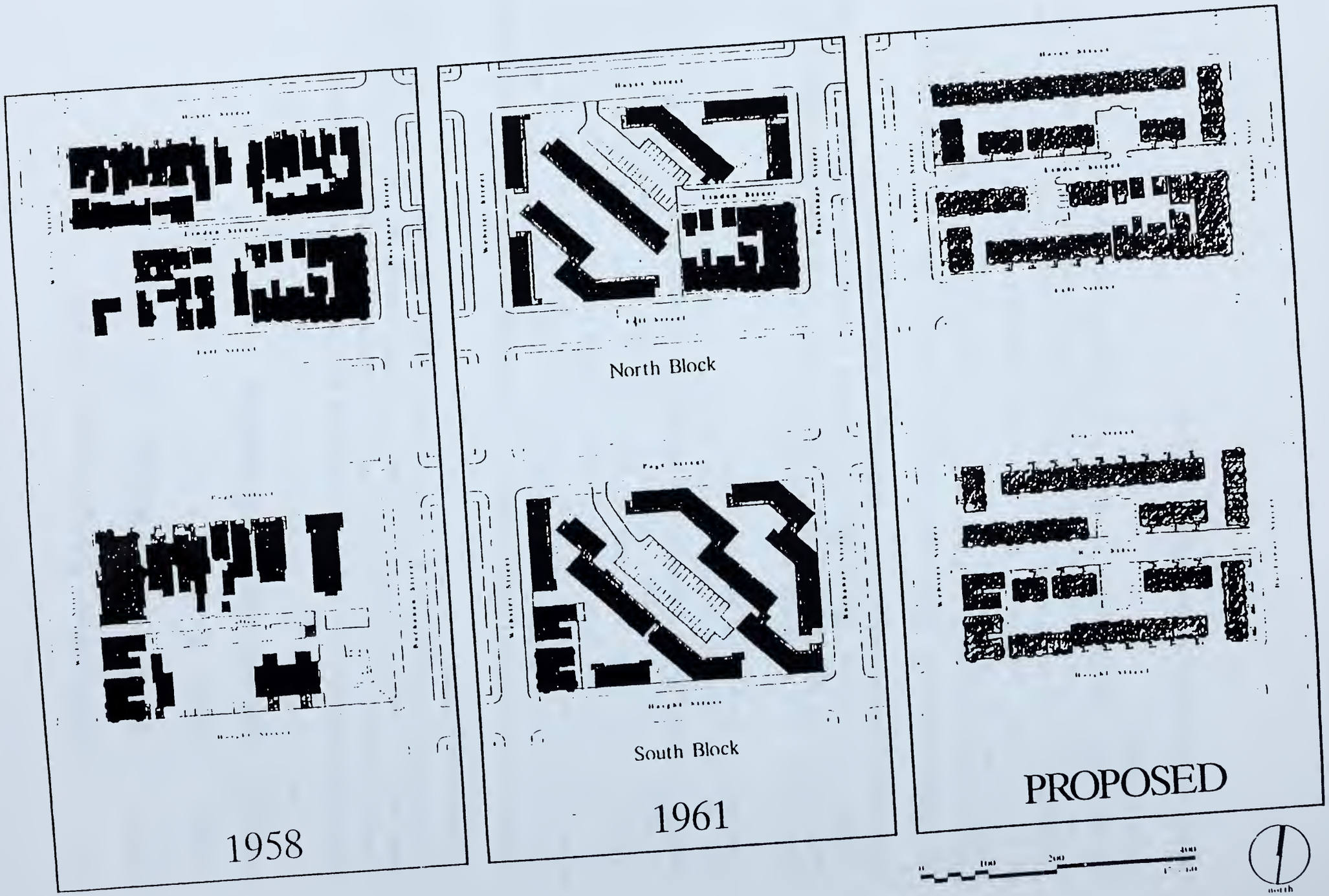


EXHIBIT III - Haye alley Historical Site Plan

MEMORANDUM

TO: Ronnie Davis - Acting Executive Director

FROM: Herb Lum - Budget Manager

DATE: October 31, 1997

SUBJECT: **VAN FOR PICKING UP SENIORS**

Your staff asked that I respond to a request by the Board of Commissioners for a van to transport seniors to the bi-monthly Commission meetings. Currently, there are no funds budgeted for a van. However, since we are in the process of submitting the Authority's Low Income Operating Budget, we could include it in our submission.

Presently, Procurement Department is in the process of soliciting formal quotes for a twelve (12) passenger van for PHTA. There will be a slight delay in receiving quotes because October is the month for changeover of the model year. We estimate that the price for a twelve passenger van is $25,000. Delivery of the van will take at least two to three week depending on availability from the dealer. However, if this van is for seniors and requires handicap accessibility, then the van will have to be special ordered. This could take at least another month before delivery. The cost for such a van is estimated to be at $35,000-$40,000.

Also, there is a question of who will be driving the van. If the van is handicapped accessible, the individual driving the van will need a special driver license. In addition, the Authority will need to acquire additional insurance coverage because of the type of passengers being transported.

The other option is enter into a contract with a firm who specializes in transporting handicap clients such as MV Transportation. The cost to transport twelve handicap passengers is $200 for a four (4) hour period. After four hours, it is an additional $40 for each additional half (1/2) hour. MV Transportation states that no contract is needed; we just have to give them two day advance notice of our needs for services. On an annual basis, it would cost the Authority approximately $5,000 (Commission meetings twice a month + 2 extra dates).

Please advise on how you wish to proceed.

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HOUSING AUTHORITY
OF
CITY AND COUNTY OF SAN FRANCISCO

The Housing Authority of the City and County of San Francisco met in session at 440 Turk Street, San Francisco, California on Thursday, November 13, 1997 at 2:15 P.M.

The meeting was called to order by President Sululagi Palega, Sr., President

1. **ROLL CALL:**

Roll Call found the following members to be:

PRESENT: Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Marisa Moret, Commissioner

ALSO PRESENT: Dr. Emma McFarlin, Executive Monitor
Mr. Ronnie Davis, Executive Director
Mr. Joseph Hamblin, Legal Counsel

ABSENT: Richard Ford, Commissioner

2. **APPROVAL OF AGENDA:**

Motion made by Commissioner Kitses and second by Commissioner Moret

3. **APPROVAL OF MINUTES:**

UNANIMOUSLY APPROVED

4. **GENERAL COMMUNICATIONS:**

Mr. Davis presented a picture of Mayor Brown and Rev. Jessie Jackson

5. **REPORT OF SECRETARY:**

Mr. Davis reported that an areas of concern to the Housing Authority is the residents right of return. Using as an example, the relocation of the Hayes Valley residents that resulted from relocation's from Bernal Plaza. He also stated that we had just received a new Hope VI grant on October 8, for Valencia Gardens in the amount of 23 million dollars and that

we are presently negotiating another Hope VI grant with North Beach. At Hayes Valley North, 85 units will be ready and available for residents to move in. Now, the question is the right of return of the former residents of Hayes Valley. The Hayes Valley deal was 42 million dollars, the Housing Authority basically received about 22 million dollars from HUD. The Housing Authority had to leverage 20 million dollars to complete the deal, so one, we got 22 million dollars from the Federal Government, we got 14 million dollars from the investors and we got about 4 million dollars FHA loan to do the deal. We started the Hayes Valley site with 296 units, when reconstruction is completed, there will be 195. Even though we lost 99 households, we only lost 12 bedrooms because the units are larger so we could accommodate larger families. 85 units will be ready next month and 34 of those are refer to as tax credit units. The question is, could the public housing residents that formally lived there qualify for the tax credit units? We know they qualify for the 51 public housing units, but do they qualify for the 34 tax credit units. Normally, in order to pay the 4 million dollar FHA loan, there is a different income requirement to qualify for the 34 tax credit units. Maybe rental payments for a three bedroom should go up to $900.00. Even though the 51 residents at Hayes Valley North would qualify under normally public housing criteria, the 34 residents as originally envisioned would have to have a higher income to return. Mr. Davis also stated that because we wanted every resident to have a right of return, that we have worked out with the developer and are working out with HUD, that Section 8 certificates would be used to qualify tenants to return to the 34 units, because the rental income from the 34 units is more than enough to aid and assist paying off the 4 million dollar FHA loan. A million dollars being put into reserve and renewable once a year will cover any cancellation or any problem with Section 8 in the future. We wanted to protect the debt with a million dollar reserve that will be good for three (3) years to protect the investors/under writers of our 4 million dollar loan. As it stands today, 51 public housing residents will be eligible to return to Hayes Valley if they pass screening, seniority and bedroom size requirements. The screening process was devised by the residents of Hayes Valley and McCormick Baron, so in order to return to Hayes, you have to pass the screening criteria, seniority, and your bedroom size requirement must be available. The income requirement that's presently envisioned is that you could qualify for those 34 units using your Section 8 certificate as a form of eligibility. However, one area of concentration is Welfare back to work. Those individuals will have to consider going into a family self-sufficiency program so that within an X period of time there will be cases off of Welfare back to work to move forward with qualifying normally for those tax credit units.

6. COMMITTEE REPORT:

Held over until after the Executive Session

7. REPORT OF COUNSEL:

None

8. TENANT REPRESENTATIVE REPORT:

9. PUBLIC COMMENTS ON AGENDA ITEMS:

Ms. Lam, is currently a Section 8 tenant who use to live in public housing. Her concern is that if the policy to band Section 8 for tenants who are living in public housing, because of hate crimes or because of problems they have had while living there, would not be able to access Section 8 to escape those kind of fears and problems. She explained that when she was living at the development, people indicated that they didn't want her to stay there and after a short time, she saw her son die in front of her house. Her son was shot and killed by a resident who lived in the development and her son was her main protector and without him she said, she couldn't survive there or in another development where the environment was the same, and now she's on Section 8 and she has benefited from it so she wants to make sure that if the idea is to get rid of Section 8, the effect to tenants like herself, what avenue would they have to get out and to escape that kind of problem.

Commissioner Palega asked if she could tell us how long ago that was. He also want to know if that was in Potrero Hill. I was not serving on the Commission, but that issue came before the previous Commission and I believe an incident broke out into a fight and then because of something else, there was a shooting. Commissioner Fong stated that he didn't want to get into history to much, but he did want to say because it got politicized in the news paper, it became a negative thing between communities. That part he disapproved of; whether its blacks, Asians or whatever, that part is bad but there is a history that a lot of immigrants have been chased out. I re-housed three families myself.

Commissioner Palega stated that he would like to see this resolution translated in other languages. This will put a stop to it and the Vietnamese community and the other Asian Pacific Island communities can be knowledgeable about what's going on and if they do run across this problem, it's up to them to contact the authorities right away. He also said that he knows that sometimes the lack of information is because of not being able to translate or read it properly and that causes a barrier, so we are hoping that at this level we can set forth a precedent that we will get this resolution out in the various language so that we can deal with it.

Commissioner Fong brought to the attention of the Chair, that there's a context to everything if you don't know, if you are not English speaking. You can't get Police service because they don't translate they just recently implemented a policy of making Chinese or other languages available when you call 911, so it's only 911 that makes that translation available. This is not just a public housing authority, issue a lot of people are slowly getting on.

10. UNFINISHED BUSINESS

C. Resolution To Adopt The Proposed Revision To The San Francisco Housing Authority's Admission And Continued Occupancy Policy (ACOP) Which Will Establish Home Visits, Pre-Occupancy Training Programs, Inter-Project Transfers And Greater Flexibility And Administering The SFHA's Resident Transfer Program.

DISCUSSION:

Carmen Rosales, reported that the policy being presented had been in the making for ten years. She stated that the fact is, we really haven't had a policy. The copy you have with the blue cover dated October 21 is the copy that covers hate crime issue with priority transfers and then on down to dealing with the security deposit.

Couldn't hear who made the motion but it was second by Commissioner Alford.

D. Resolution Approving An Administrative Plan For The Section 8 Certificate And Voucher Programs And Authorizing Execution Thereof

DISCUSSION

Lawrence Andrews, Director of Lease Housing commented on Resolution D Approving an Administrative Plan for the Section 8 certificate and voucher programs. He stated that his understanding is that this matter was before the commission on October 23rd. At that commission meeting, there were some questions raised regarding the inclusion of the priority transfer policy that the commission just finished talking about and the continued occupancy plan. He also stated the Administrative Plan that was before the Board was basically the same plan that they had before with the difference being the priority transfer is included. Commissioner Moret needed clarification that there's were several distention's between certificate and voucher and she wanted to make sure that she understand the destination. Mr. Andrews tried to respond without getting to technical. Basically they are two different programs. There is a thrust to bring them closer together, but basically, the certificate program, rents that could be charged on a particular unit are set by the Housing Authority and the family is limited to the rent that is approved by the Housing Authority for that particular contract unit. The voucher program provides a family with a little more flexibility in that with the voucher program, the family can decide to pay the additional rent that a particular landlord is asking for a unit. The end result being that the family may elect to pay more than 30% of their adjusted income for rent. The certificate program does not have that flexibility. Commission Fong wanted to know how do residents apply for the 1.10 percent. Mr. Andrews answered, "that is an exception authorization that the Housing Authority has in order to attempt to rent a unit for a family. The rents under the certificate program, they have to be competitive with the other units in the community so that if a landlord is asking a $1,000.00 to rent a three bedroom apartment, we can only authorize a $1,000.00 if the other comparable units in

the community rent for a $1,000.00 likewise. We also have what is called a fair market rent limitation. That fair market rent is what is published by HUD once annually. If the fair market rent lets say is $900.00 and if we want to offer that landlord a $1,000.00 for that apartment, then we would exercise our 10% authorization and then we can go to $990.00 to see if we can get the contract for the landlord, for the family and that's the 10% exception we have." Commissioner Fong wanted more clarification of how the Housing Authority could Deny someone to go on the waiting list, on page 28.

Mr. Andrews answered that page 28 specifically refers to, when we're talking about informal reviews this is an opportunity for a family that is denied housing from the Housing Authority. Once a family is on the program, then if there is a denial of or termination of a subsidy then you are talking about a hearing process. But an informal review is what is available for families if their request for housing is denied. Basically, if a family was on the program and they lost their position in program because of a violation of family obligations, that basically means that when they were on the program they didn't comply then they were off and they want to re-apply. If a family member was previously evicted from public housing for cause, that would be on the books here at the Housing Authority and the records here and prior to rejoining the Housing Authority family that family may have to have an informal review in order to determine whether they are suitable to rejoin the Housing Authority family. Basically, if you want me to go down and read all of these, I can but. Mr. Davis clarification for the board, how to get on the waiting list and why a priority transfer becomes a little controversial for some people. Section 8, by its very nature because you apply doesn't necessarily mean you get on the waiting list. If we have available certificates, lets assume that HUD has issued 2,000 certificates and we don't know who we are going to give those 2,000 certificates too, we have to publicly advertise that in the news paper and say here is 2000, I'll give you an example, we had 2,000 certificates back east and I had 40,000 applicants. A lot of people think just because they apply, they are on the waiting list but it doesn't mean that they are. Those 40,000 applicants who applied for those 2,000 certificates are put on a waiting list by lottery. You throw them in a bin and the system pulls them up; lets say you have 2,000 certificates you may pull 5,000 names out, and when you pull the 5,000 names out in some type of preference order, that will help to create your waiting list. You might screen people and none of them are eligible so they drop off, but once you are pulled from the lottery, you're on the waiting list until you can actually get housing. Sometime you get people saying they've been on the waiting list ten years or Section 8 fifteen years, it means that HUD has never issued a new certificate and you are on the waiting list until that's exhausted, then those other 35000 people are thrown in the trash can. Commissioner Palega stated the he would like to see through staff if there is a way we can notify those people that never get on the waiting list. Just explain to them exactly what Mr. Davis just said that we are sorry your name was not picked from the lottery therefore you are not officially on the list, please do not expect to be called for Section 8. Commissioner Moret wanted to know what is the pre-application, is that to get on the waiting list? Mr. Andrews answered exactly, and it's doing the pre-application process that we determine whether or not anyone will be screened out, and they have to meet the criteria that is listed here in the Admin Plan. Commissioner Palega questioned if they go into the lottery

system, or have they already been drawn from the lottery system. Mr. Andrews answered that that's the pre-application and then they go into the lottery system so then at that point they become eligible to maybe get selected to be placed. Commissioner Palega stated the he wants this agency to assure him and the residents that they will be notified. He doesn't want it to be assumed that they are getting these letters, he wants them to get the letters. Commissioner Shirley Byrd wanted to know how the applicant is receiving the notification. They may have moved or whatever. Mr. Andrews addressed her question by stating that we ask all families to keep us notified if they are going to move or if there is any change in status, telephone number, address or whatever, so that we will differently have a complete up to date record on each applicant.

Commissioner Palega stated that he would like to see the applicants files purged periodically and to see the current list published. Every six months, every eight months or whenever the time frame is, we are going to look at purifying that list and for those that are listed, it will be up to them to keep us current with what's going on in terms of their living situation or if they need bigger space. Commissioner Kitses stated that she felt the way to do that was to fully explain the purifying system at the time of the application process and to make sure that every person that we are dealing with fully understands that they are responsible for informing us of any new address and at the same time every time every year. Commissioner Palega stated that this kind of stuff was never talked about, everybody that applies automatically assumes that they were on the waiting list, and I want to thank Mr. Davis because he's made it clear, you are not on the list until you come out of the lottery system, so I think we need to educate our public as well as our residents about some of these procedures so we can avoid confusion and to free up staff time to deal with other things instead of answering phone calls every day, why they are not on the list.

Commissioner Shirley Byrd motioned to accept the resolution and it was seconded by **COULDN'T HEAR**. Unanimously approved

Mr. Davis asked permission of the President to respond to Commissioner Shirley Byrd's request of the last meeting that we invite a guess from Health and Human Services to discuss modified rent. Jim Buick to give Ms. Byrd the report on modified rent payments per her request of the Executive Monitor.

Commissioner Palega replied that before we go into Executive Session, we will have Mr. Buick give a report on what the Social Services can assist us with.

11. CONSIDERATION OF ACTIONS ITEMS:

(E) Resolution Ratifying Binding Of The San Francisco Housing Authority's Property Insurance And Authorizing The Execution Of A Purchase Order For Payment To The Zurich American Insurance Company In An Amount Not To Exceed $530,000.00 For The 1997-98 Fiscal Year

DISCUSSION

There was no discussion so a motion was entertained. Motion made by **UNABLE TO HEAR** and second by Commissioner Shirley Byrd. Unanimously approved.

(F) Resolution Authorizing The Acting Executive Director To Enter Into A Contract With Precision Works Inc. To Provide Abatement Services For Asbestos Containing Building Materials (ACM) At Cal 1-15, Ping Yuen Development, In An Amount Not To Exceed $188,100.00

DISCUSSION

There was no discussion therefore Commissioner Palega asked for a motion. Motion made by **COULDN'T HEAR** and Seconded by Commissioner Shirley Byrd. Unanimously approved

(G) Ratification And Approval Of Security Services Contract With Personal Protection Services To Provide Armed And/Or Unarmed Security Services At Five Family Housing Developments, Located At Cal 1-4, Valencia Gardens; Cal 1-11, North Beach; Cal 1-8, Westside And Cal 1-16, And Alemany In An Amount Not To Exceed $614,400.00 And Ratification Of Payment Not To Exceed $159,603.00 For Services Provided Through September 30, 1997

DISCUSSION

Commissioner Moret wanted to know if the $614,400 is for between now and December. Mr. Davis answered Yes, three month, October, November and December. Mr. Davis stated that what happen was Kevin gave approval through September 30, and the above amount is the balance of the $159,000.00. We went through a competitive bid process and the bid was for two years. I'm requesting funding for the first quarter and while I'm assessing all the budget implications. The contract was competitively accepted, but I just wanted to get it approved for the first quarter while I'm assessing the budget, because technically, I could have brought it to you for the whole year, but that's how much we pay for a quarter for their services.

Commissioner Fong made the motion and it was seconded by Commissioner Kitses.

(H) Resolution Authorizing The Executive Of Closing Documents Pertaining To The Reconstruction, Financing, Operation And Management Of The Hayes Valley South Development And Relating To The Amendment Of Certain Hayes Valley North Closing Documents.

DISCUSSION

Commissioner Paula Kitses move to approve the resolution and Commissioner Fong seconded it without any discussion.

Commissioner Palega stated that the Board was going to be going into Executive Session but as Mr. Davis had stated, we were honored to have the deputy Director of Human Service, Mr. Jim Buick who addressed some of the concerns that Commissioner Shirley Byrd had and other Commissioners may have had in relations to the Welfare issue with regards to evictions.

Mr. Buick said he didn't hear the exact concerns, but to let him start off by briefly explaining to the commission how the modified payment program works. It's basically quite simple. A resident in a Housing Authority can work out an agreement with the Housing Authority that they wish to have their rent paid directly by the Department of Human Services. There's a form that's used to work out an agreement with the Housing Authority. The resident then would bring it to their case worker at the Department of Human Services, and the Department then electronically, will pay the Housing Authority from the persons grant directly every month for the rent and then give the balance to the tenant. This program is completely a voluntary program I understand at times when back rent is due to the Housing Authority, the Housing Authority may work with the resident to develop a repayment program and so the modified payment program is instituted into some of those instances too. In those cases, we will not only provide the future rent to the Housing Authority directly, but we will work with the Housing Authority and the resident to set up a payment system to pay for the back rent also. We have a worker from the department of Human Services who works with your property managers and helps to identify persons who's rent is coming in arrears so that we can work with them to bring their rent up to date. Our priority is to keep people in housing. We want to prevent people from becoming homeless, we have a tremendous backlog right now of families who have to wait to even get into an emergency shelter here in San Francisco and the demand for housing is significant as you well know and our demand for emergency shelter is growing at the same time. So anyway our department can work with you to keep residents in their housing. So that in a nut shell is how it works.

Commissioner Palega said he knows that this has been a real problem area for us. He wanted to know if there was some mechanism or some way we can get to the Human Services to Mr. Buick's office or to who ever is handling it, a list of people that we have noticed a pattern of dropping and then saying to them under the conditions to avoid an eviction, to avoid confusion and to avoid the temptation of the monthly rent, we are recommending that you talk to the Department of Human Services because we are also concerned about putting people out on the street and there comes a time when we have no other choice because people owe us thousand and thousands of dollars and that money just lottery gets uncounted. Mr. Davis, do you think that's something that we could entertain and have staff start working on with the property managers to identify that population or that group of people that you have notice patterns of late payment or none

payment and to avoid them getting into a situation where it gets undoable. Mr. Davis answered that he think a criteria for which circumstances we would institute modified payments. Mr. Buick stated as he said before, the program from their standpoint is a voluntary program. In working with the residents, if the resident intend to continue to live there, you could make that a requirement from your end. From our end, it has to be voluntary. One of the areas I think your departments can do better in, and I don't know if it's computerized or not, is to become aware when a residents rent is initially in arrears. Commission Shirley Byrd said that was one of her questions. If a resident is already on modified payment, then why is their rent not being paid? Sometimes these people are on modified and still get behind in rent. Mr. Buick stated the he would have to hear more about that situation to answer her question. The only problem he's heard, was once a person was on modified payment and there was a rent increase, an allotment has been worked out and there was a failure to communicate that to the Department of Human Services so that they were paying a rent at a previously agreed upon amount the rent goes up and the amount through modified payment doesn't meet the full rent and that's a problem between the two departments that need to be rectified and that happens in very exceptional cases. That's something where communication need to have been better. Commissioner Shirley Byrd asked if Nicie Gray was from the Department of Social Services? Mr. Buick answered right. Commission Shirley Byrd then asked if she is a part of the Department of Social Services, right? Mr. Buick stated that Nicie Gray does work for the Department, and she is the person who works with the property managers and helps setup modified payments; and the other resources that we have, our department contracts with the Red Cross to provide both funds that help pay families rent that is delinquent as well as some of the case management support to do some of the budgeting, life skills to get families in position where they can pay the rent on an ongoing basis and not get delinquent again.

Commissioner Shirley Byrd wanted to know if the Housing Authority Commissioners could meet with the Department of Social Services if there were they had other concerns. She also stated that she would like to able to meet with the Commissioners of the Department of Social Services if needed be. Commissioner Palega answered her by saying yes, you can address any Commission within the City and County of San Francisco, all you have to do is fill out one of those little cards and at the Human Services it's a yellow card and here we have white. She replied by asking if there was a plan in place to deal with the modified payment with the residents.

Commissioner Palega made a request of his fellow Commissioners to find other ways of dealing with some of the problems of our population living in public housing, we should open up every door.

12. EXECUTIVE SESSION

Adjourned for Executive Session at 5:05 p.m.

13. RECONVENING OF COMMISSION MEETING - OPEN SESSION

Reconvened At 5:40 p.m. With a report on the Executive Session

Commissioner Palega call for a report on the Executive Session and Commissioner Moret stated that the committee made recommendations on the terms and the form of the Contract for Ronnie Davis and the full Commission accepted the terms and the form and now are ready to proceed with the negations with Mr. Davis.

14. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

Richard Carroll, President of 1880 Pine stated he would like to see a resolution made on the Housing Authority labors that come over and pick up their chairs and tables. First let him know a couple day ahead of time in case they plan to use them, and second let him know where they are being taken in case he doesn't get them back he'll know where to locate them and bring a requisition form to him or his Vice-President so it can be signed for in case he has to give an account for them. Mr. Davis promised Mrs. French that he would look into it and we'll have accountability of all your things.

Commissioner Moret stated that at a previous meeting a request was made for a resolution going back to the $25,000.00 limit instead of a $100,000 for the Commission to approve contracts because the way it is now, HUD came in and changed the signature amount. Can we have a resolution changing it back to what it was before HUD came in. Also, can we have the resolutions written in plain English instead of the legalese. It's not clear exactly what we are deciding on so can it be put into plain English on the agenda. We are finding that the public is not understanding what it is on the agenda.

15. ADJOURNMENT:

Commissioner Fong motion to adjourn and Commissioner Moret seconded it. Meeting was adjourned at 6:00 p.m.

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Ann Davis
Commission Secretary

A SPECIAL TRAINING/MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSIOJN, CALLED BY COMMISSIONER ALFRED LEE, REV. NORMAN FONG AND SHIRLEY BYRD WILL BE HELD ON WEDNESDAY, NOVEMBER 19, 1997 AT 10:15 A.M. AT 1815 EGBERT AVENUE, 3RD FLOOR, SAN FRANCISCO, CALIFORNIA 94124

NOTICE AND AGENDA

Special Meeting Held:
November 19, 1997

1815 Egbert Avenue
San Francisco, CA 94124

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1. **ROLL CALL**

Sululagi Palega, Sr., President
Paula Kitses, Vice-President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret Commissioner

2. **APPROVAL OF AGENDA:**

3. **PUBLIC COMMEND ON AGENDA ITEMS:**

NOTE: the public will have the opportunity to comment on Agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 5, the public will have an opportunity to comment on items on the agenda.

4. **BRIEFING FOR COMMISSIONERS**

5. **FINAL COMMENTS BY PARTICIPANTS**

6. **PUBLIC COMMENT ON ITEMS NOT ON AGENDA**

Ann Davis
Acting Commission Secretary

A SPECIAL TRAINING MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION, CALLED BY COMMISSIONER ALFRED LEE, REV. NORMAN FONG AND SHIRLEY BYRD WILL BE HELD ON WEDNESDAY, NOVEMBER 19, 1997 AT 10:15 A.M. AT 1815 EGBERT AVENUE, 3RD FLOOR, SAN FRANCISCO, CALIFORNIA

NOTICE AND AGENDA
REVISED NOVEMBER 17, 1997

Special Meeting Held:
November 19, 1997

1815 Egbert Avenue
San Francisco, CA 94124

1. ROLL CALL

Sululagi Palega, Sr., President
Paula Kitses, Vice-President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret Commissioner

2. APPROVAL OF AGENDA

3. PUBLIC COMMENTS ON AGENDA ITEMS

NOTE: The public will have the opportunity to comment on Agenda items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 56, the public will have an opportunity to comment on items on the agenda.

4. BRIEFING FOR COMMISSIONERS

5. EXECUTIVE SESSION

The Commission will adjourn to Executive Session to discuss employment contracts for Dr. Emma McFarlin, Executive Monitor and Mr. Ronnie Davis, Acting Executive Director, pursuant to Government Code Section 54957.

6. FINAL COMMENTS BY PARTICIPANTS

7. PUBLIC COMMENT ON ITEMS NOT ON AGENDA

Ann Davis
Acting Commission Secretary

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HOUSING AUTHORITY
OF
CITY AND COUNTY OF SAN FRANCISCO

9/97
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The Housing Authority of the City and County of San Francisco Held A special Training/Meeting at 1815 Egbert Avenue, 3rd floor, San Francisco, California on Wednesday, November 19, 1997 at 10:35 A.M.

The meeting was called to order by President Sululagi Palega, Sr., President

1. ROLL CALL:

Roll Call found the following members to be:

PRESENT:	Sululagi Palega, Sr., President Paula Kitses, Vice President Lee Alfred, Commissioner Shirley Byrd, Commissioner Rev. Norman Fong, Commissioner Marisa Moret, Commissioner
ALSO PRESENT:	Dr. Emma McFarlin, Executive Monitor Mr. Virgil Jackson, Director Human Resource Mr. Joseph Hamblin, Legal Counsel
ABSENT:	Richard Ford, Commissioner

2. APPROVAL OF AGENDA:

Commissioner Fong motion to accept the agenda and Commissioner Shirley Byrd seconded it.

3. PUBLIC COMMENTS ON AGENDA ITEMS:

NOTE: The public will have the opportunity to comment on Agenda Items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 56, the public will have an opportunity to comment on items on the agenda.

4. BRIEFING FOR COMMISSIONERS

Commissioner Palega stated that the Executive Session would be placed on whole until Commissioner Ford arrived and at that point, they would break into Executive Session and afterward they would resume the training so the training began.

Dr. McFarlin introduced the Director of Human Resources, Virgil Jackson, coming out of a ten (10) year retirement as HUD's Personnel Director. Commissioner Palega also introduced an attorney from Lafayette Legal Services by the name of Kevin Clark.

The training session started with a nationally visualized Human Resource training session. There is a audio copy of the training session in the Commission Secretary's office.

At 11:46 a.m. we broke for lunch.

DISCUSSION REGARDING THE TRAINING

Commissioner Palega asked this questions of the attorney's, what happen to us now with all the people we had to put on administrative leave during the HUD recovery are we obligated to (because of the training tape continuing, I was unable to hear the rest of his question). I guess the thing that worries me most and she covered it and I don't want to ask the question why but there were a number of people that were put on administrative leave and no documentation in the file to why they were put on administrative leave. So these people in turn have suited, have gotten a settlement and we've got a number of cases like that. We've got no documents in the file to tell us what the reason was, why they were put on administrative leave or why they were let go.

The question was raised, "are they still getting paid?" Commission Palega stated that some of them have been settled already and we still have a number of them that are still on administrative leave that we're trying to deal with, so I'm asking our counsel since we are dealing with this personnel issue, are we still libel and his comment was yes. My big concern is how do we get it dealt with and get it out of the way so we don't continue to pay this?

Mr. Hamblin stated that one of those cases that Commission Palega was talking about. There were three people let go not with cause, but just because this office was thinking about doing rid of the Section 8 program. OK that was revised, Section 8 is staying with the Housing Authority now, those people have a case against us and our feeling in the front office, Dr. McFarlin was there, settle the case and bring them back. The only thing is, we are obligated for the court cost to pay the people's attorney's fees. Now there maybe other cases like that, but that's one. That's the only one that I'm aware of where they were discharged without cause.

Commission Palega asked if we could bill HUD for that cost; they did it, they were the one's that put them on leave, there was no documentation, is there somewhere in that clause in our contract or agreement with them that would allow us to transfer the cost over to them because you know, we're talking about millions of dollars. Mr. Hamblin stated that he didn't have anything on that, that's the one that sends us the money primarily through the agency's seat and then the other programs, Hope VI and whatever else we get. I'd have to take a look. I've seen the letter which returned the authority back with all the fine words in it, but I haven't seen anything that indicates that they are responsible so I'll have to take a look at that. Commission Palega stated that we had a resolution, we did pass a resolution that we refer all payments of recovery activity back to HUD, so what he was saying along with that is if there is some clause in there that we can also now defer those payments back to them because it was their doing and they left us kind behind the eight ball. Mr. Hamblin stated that he agreed with Commission Palega, but also stated that he would have to take a hard look at that. I would be inclined to believe that we could do that legally.

Commission Palega, I'm not open for anything, but I'm raising the question that if we going to put together an annual budget and our budget, how do we bill for things like law suits and how do we assure ourselves that they don't come right in right off the bat and say you're not complying. I mean you set a budget and then we operate based on the lines that we have there, but if we're paying out millions of dollars for employment issues, how do we get our self in line; and I guess that's something you need to look at because when they start putting us on FEMA, then we need to know exactly what we're being evaluated for and I'm sure budget is one of those issues because of the statues.

Mr. Hamblin, I have to agree with your comments but I don't see the bases for telling. They have to say when they took over a trouble agency, they screwed up if you will.

Commissioner Palega stated that is where the fine line is and I think you need to look at that, we weren't a trouble agency we were in the process of being and we were not under receivership. When they come in at a receivership, we know what the consequences are. When you look at that, please look at every aspect of that, because I'm not an attorney but I know that there's a fine line between receivership and trouble agency and an agency going to be in trouble and being asked to come in and help with the recovery. Mr. Hamblin stated that he understood what the Commissioner was saying about not being a trouble agency but we were on the border line. We were on the border line but we were not at total receivership level stated Commissioner Palega. Mr. Hamblin stated that he had seen somewhere that the agency was in worse shape than first reported. Commissioner Palega also stated that we were under the impression when they came over that they were going to pump all this money to help us to deal with some of those trouble areas but what they have basically done is leave us in a bigger hole than we were. Mr. Hamblin replied that part of that was when CBR took over and what they attempted to do. From a legal standpoint, I've read a lot of their material. They probably were not fully qualified to take over, because the first thing they did was not have an attorney licensed in California. Commissioner Palega stated that you know as well as I do, that if you are

going to practice law in California you've got to pass the bar. If you didn't pass the bar, then you shouldn't be eligible for a legal contract, you should be eligible for a referral contract where you can funnel those service off, but my understanding is that was a legal service contract that they entered into. Mr. Hamblin, said that that was HUD's mistake. Commissioner Palega wanted to know if we could call them on it. Dr. McFarlin stated that we have call them and called them by resolution before Mr. Hamblin came. When we took control back, remember we put in that resolution for them to pay us for extra ordinary cost. We insisted over the legal advise, but we put it into that resolution and then we are in the process of requesting it back and what you are asking, if we don't get it by our formal request then what legal rights do we have, but I have already discussed that during the Executive Session, I have it in my memos.

Commissioner Palega stated that his concern is that we are getting ready to do a series of hiring. He also wanted to know about our hiring procedures and what we are going to be following in terms of that personnel issue, my second part of that is grievance as we hire people will be laid off or fired. In that process, he wanted to know how would we be covered so if Virgil could look at that and tieing up the probationary periods and what would be an appropriate probationary period for various slots and get us that draft as soon as possible and if I could get it before Christmas that would be a Christmas present. Virgil Jackson stated that there is a great big book of personnel policies and procedures, 250 pages to be exact. By reading it, I can tell it was written somewhere between ten, fifteen years ago, but it is clearly not been kept up, to give you that is a waist of your time. Now we will in the next sixty days, somewhere in January, we will have a draft and then we should have an Executive Session if you want to get involved. Commissioner Palega wants copies of our current personnel policies for each of the Commissioners. He stated that the Commission has been empowered to set policy and they have always been concerned about the number of legal issues that the Commission has been facing since in office. The hiring and firing has been an issue that's always concerned him because the Agency is almost twenty million dollars in the whole just dealing with those issues. If there is something being done, we would like to know because we get a number of calls from a number of people and we are referring them to staff, but we should have a basic understanding of what we are referring to staff. I don't want to see the complete thing when it's finished, I want to see as you go along as you stated as you speak, I'd like those items that are being revised and if nothing more than being referred from Dr. McFarlin to Mr. Davis to us we will be available to look at them, cause we are very much concern and as President of this Commission, I'm defiantly concerned that we don't get further in the hole with this issue. Virgil stated that he would be more than happy to give them what he had done in the last couple of days in the Executive Session. Commissioner Palega said that he would defiantly like to see what Virgil had done and any backup documents that we would like to get because one of our colleagues is not here today and Commissioner Ford is very much interested in personnel issues also. Commissioner Palega stated that he just want to make sure things are done.

The training session will resume after the Executive Session. Broke for lunch at 11:46 a.m.

5. EXECUTIVE SESSION

The Executive Session started at 1:45 p.m. and was held to discuss the contracts of the Executive Monitor, Dr. Emma McFarlin and for the Executive Director, Mr. Ronnie Davis subject to Government Code Section 54957. Commissioner Moret reported that the Executive Session discuss the contract for Dr. McFarlin and we agree on the terms and we are hoping for a draft at the next meeting and as to Mr. Davis, the Committee recommends that we enter into a contract for a term of two years (2) and a stated salary of one seventy, ($170,000.00). Motion was made by Commissioner Kitses to enter into the contract with Mr. Ronnie Davis and the Housing Authority for a period of two years. The motion was seconded by Commissioner Shirley Byrd.

ROLL CALL

Paula Kitses	Yes
Lee Alford	Yes
Shirley Byrd	Yes
Norman Fong	Yes
Marisa Moret	Yes

Commissioner Palega requested that the record show that the majority of the Commission has voted to on November 19, 1997 to enter into an agreement with Mr. Ronnie Davis as no longer the Acting Executive Direct but as our Executive Director for a period of two years set forth in the contract. The contract will be available at the next Commission and it will be signed prior to that and it will be available to counsel. He also want to thank three individuals, Shirley Bryd, Paula Kitses, Moarisa Moret for the hard work that the negating committee has worked on for the last sixty five, almost seventy days, to get this contract in a form that's acceptable for me and my other piers and we are looking forward to entering into this agreement and hopefully for a smooth, smooth transition.

6. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Mr. Brown stated he would like thank the Commission on the contract for Mr. Davis as the Executive Director. However, one of the things he wanted to address was the van for the seniors but also I like to talk about the situation of insurance and a driver and I think it should be negated with the Commission and Mr. Davis and I hope that the Commission will take under consideration that we do need this van to transport our seniors to different places around the city on different occasions it will also be used for our Commissioner Alford to transport her back and forth to different affairs. He also thank the Commissioners for the cleaning up of the maintenance department and their work on the senior dwellings.

Dr. McFarlin, stated that Mr. Davis, Mayor Brown and President of the Hays Valley Resident Management Corporation are in Boston at Harvard. They have invited the Mayor to be the key-note speaker. They have four case studies of Hope VI project in the nation and our was selected as one and they ask the Mayor to come and give the key-note speech.

7. **ADJOURNMENT:**

Commissioner Norman Fong made the motion to adjourn at 2:45 p.m. and it was seconded by Commissioner Paula Kitses.

Ann Davis
Commission Secretary

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SAN FRANCISCO HOUSING AUTHORITY
REVISION TO COMMISSION MINUTES OF OCTOBER 23, 1997

November 20, 1997

TO: Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alford, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

cc: Dr. McFarlin, Executive Monitor
Mr. Ronnie Davis, Executive Director
Mr. Joseph Hamblin, Legal Counsel

FROM: Ann Davis, Commission Secretary

SUBJECT: CORRECTIONS TO THE MINUTES OF OCTOBER 23, 1997

The attachments are corrections made to the minutes of October 23, 1997:

Page 2	Corrected the spelling of **Marisa**
Page 2	Correct the address to Alice Griffith to read **18th** Street
Page 7	Correct the statement made by Ms. Ozan to state **reported**
Page 7	Added statement made by Commissioner Shirly Byrd

Please use the attached two pages to replace the one's you currently have in your minutes for October 23.

3. APPROVAL OF MINUTES:

DISCUSSION:

Commissioner Marisa Moret, brought to the Board's attention one correction. In the minutes of July 29, the Commissioners that were present were also shown as absent. After noting the needed correction, Commissioner Marisa Moret made the motion to accept the minutes and Commissioner Ford seconded.

UNANIMOUSLY APPROVED BY THE QUORUM

4. GENERAL COMMUNICATIONS

None

5. REPORT OF THE SECRETARY

Dr. McFarlin stated that a quorum was present, and Commissioners Sululagi, Palega, Sr., Shirley Byrd, and Rev. Norman Fong, were on tour to visit the Alice Griffith and 18th Street Development. Supervisor Amos Brown has been impress with the HA's modernization program and wanted Rev. Jessie Jackson to see what we have achieved, as a model plan to try and get other cities to follow the kind of program that has been instituted here. One of the first stops that the tour made was the Sunnydale development where Commissioner Byrd lives and certainly she wanted to be at home to greet them when they came to her development. Dr. McFarlin mentioned two very important items on the agenda, the Admission and Occupancy Policies and the other was the Admin. Plan for Section 8.

6. COMMITTEE REPORT

Commissioner Marisa Moret requested, if there was no objection, could she make the Committee Report after Executive Session and all agreed to wait until the end of the session.

7. REPORT OF COUNSEL

None

8. TENANTS REPRESENTATIVES REPORT

None

9. PUBLIC COMMENT ON ITEMS ON AGENDA

None

* Replace the page 2 you currently have for October 23, 1997 with this corrected page.

12. EXECUTIVE SESSION

Adjourned for the Executive Session at 5:15 p.m.

Returned from Executive Session at 6:45 p.m. and meeting continued with President Palega

Marisa Moret was called on to report on the Executive Session and she stated that we had a significant discussion about the items on the agenda and at this point we are not ready to make a recommendation because we are in need of further discussion.

13. COMMENTS ON NON-AGENDA ITEMS

Joe Thomas wanted to know what item or items of the agenda was being discussed in the Executive Session because he felt he was looking at almost the same resolutions and some of the agenda items that he had seen in the past and would like to know exactly which one of the agenda items that were talked about.

Commissioner Kitses answered that they were discussing the employment contracts of Dr. Emma McFarlin and Mr. Ronnie Davis. Mr. Thomas wanted to know what happens to the records that are sent to the qualified people in high office do with the papers when they leave. Commissioner Palega answered, those documents have been referred to staff and it is staffs task to investigate and then come back and make a recommendation on their finding.

Ms. Ozan reported that some 50 to 100 calls she received from mothers that want to come to Commission meetings, but the problem is they have children and wants to know her child is in the house before she leaves. Mother's are telling me that 2:00 is to early to have Commission meetings.

Commissioner Kitses answered that when the meeting time was set for 2:00 p.m., it was in response to the seniors request.

Commissioner Shirley Byrd stated that she was concerned about the 2:00 o'clock meeting time as well, but had been out voted. Commissioner Byrd also asked that at the next Commission meeting the Director of the Department of Social Services be invited to attend to address the question of evictions.

Rev. Fong moved to adjourn the meeting and it was second by President Palega.

With no further business to discuss, the meeting was adjourned at 7:35 p.m.

Ronnie Davis Secretary/Acting Executive Director	Sululagi Palega, Sr. President of SFHA Board Commission

HOUSING AUTHORITY
OF
CITY AND COUNTY OF SAN FRANCISCO

The Housing Authority of the City and County of San Francisco met in session at 440 Turk Street, San Francisco, California on Thursday, November 13, 1997 at 2:15 P.M.

The meeting was called to order by President Sululagi Palega, Sr., President

1. ROLL CALL:

Roll Call found the following members to be:

PRESENT: Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Marisa Moret, Commissioner

ALSO PRESENT: Dr. Emma McFarlin, Executive Monitor
Mr. Ronnie Davis, Executive Director
Mr. Joseph Hamblin, Legal Counsel

ABSENT: Richard Ford, Commissioner

2. APPROVAL OF AGENDA:

Motion made by Commissioner Kitses and second by Commissioner Moret

3. APPROVAL OF MINUTES:

UNANIMOUSLY APPROVED

4. GENERAL COMMUNICATIONS:

Mr. Davis presented a picture of Mayor Brown and Rev. Jessie Jackson

5. REPORT OF SECRETARY:

Mr. Davis reported that an areas of concern to the Housing Authority is the residents right of return. Using as an example, the relocation of the Hayes Valley residents that resulted from relocation's from Bernal Plaza. He also stated that we had just received a new Hope VI grant on October 8, for Valencia Gardens in the amount of 23 million dollars and that

we are presently negotiating another Hope VI grant with North Beach. At Hayes Valley North, 85 units will be ready and available for residents to move in. Now, the question is the right of return of the former residents of Hayes Valley. The Hayes Valley deal was 42 million dollars, the Housing Authority basically received about 22 million dollars from HUD. The Housing Authority had to leverage 20 million dollars to complete the deal, so one, we got 22 million dollars from the Federal Government, we got 14 million dollars from the investors and we got about 4 million dollars FHA loan to do the deal. We started the Hayes Valley site with 296 units, when reconstruction is completed, there will be 195. Even though we lost 99 households, we only lost 12 bedrooms because the units are larger so we could accommodate larger families. 85 units will be ready next month and 34 of those are refer to as tax credit units. The question is, could the public housing residents that formally lived there qualify for the tax credit units? We know they qualify for the 51 public housing units, but do they qualify for the 34 tax credit units. Normally, in order to pay the 4 million dollar FHA loan, there is a different income requirement to qualify for the 34 tax credit units. Maybe rental payments for a three bedroom should go up to $900.00. Even though the 51 residents at Hayes Valley North would qualify under normally public housing criteria, the 34 residents as originally envisioned would have to have a higher income to return. Mr. Davis also stated that because we wanted every resident to have a right of return, that we have worked out with the developer and are working out with HUD, that Section 8 certificates would be used to qualify tenants to return to the 34 units, because the rental income from the 34 units is more than enough to aid and assist paying off the 4 million dollar FHA loan. A million dollars being put into reserve and renewable once a year will cover any cancellation or any problem with Section 8 in the future. We wanted to protect the debt with a million dollar reserve that will be good for three (3) years to protect the investors/under writers of our 4 million dollar loan. As it stands today, 51 public housing residents will be eligible to return to Hayes Valley if they pass screening, seniority and bedroom size requirements. The screening process was devised by the residents of Hayes Valley and McCormick Baron, so in order to return to Hayes, you have to pass the screening criteria, seniority, and your bedroom size requirement must be available. The income requirement that's presently envisioned is that you could qualify for those 34 units using your Section 8 certificate as a form of eligibility. However, one area of concentration is Welfare back to work. Those individuals will have to consider going into a family self-sufficiency program so that within an X period of time there will be cases off of Welfare back to work to move forward with qualifying normally for those tax credit units.

6. COMMITTEE REPORT:

Held over until after the Executive Session

7. REPORT OF COUNSEL:

None

8. TENANT REPRESENTATIVE REPORT:

9. PUBLIC COMMENTS ON AGENDA ITEMS:

Ms. Lam, is currently a Section 8 tenant who use to live in public housing. Her concern is that if the policy to band Section 8 for tenants who are living in public housing, because of hate crimes or because of problems they have had while living there, would not be able to access Section 8 to escape those kind of fears and problems. She explained that when she was living at the development, people indicated that they didn't want her to stay there and after a short time, she saw her son die in front of her house. Her son was shot and killed by a resident who lived in the development and her son was her main protector and without him she said, she couldn't survive there or in another development where the environment was the same, and now she's on Section 8 and she has benefited from it so she wants to make sure that if the idea is to get rid of Section 8, the effect to tenants like herself, what avenue would they have to get out and to escape that kind of problem.

Commissioner Palega asked if she could tell us how long ago that was. He also want to know if that was in Potrero Hill. I was not serving on the Commission, but that issue came before the previous Commission and I believe an incident broke out into a fight and then because of something else, there was a shooting. Commissioner Fong stated that he didn't want to get into history to much, but he did want to say because it got politicized in the news paper, it became a negative thing between communities. That part he disapproved of; whether its blacks, Asians or whatever, that part is bad but there is a history that a lot of immigrants have been chased out. I re-housed three families myself.

Commissioner Palega stated that he would like to see this resolution translated in other languages. This will put a stop to it and the Vietnamese community and the other Asian Pacific Island communities can be knowledgeable about what's going on and if they do run across this problem, it's up to them to contact the authorities right away. He also said that he knows that sometimes the lack of information is because of not being able to translate or read it properly and that causes a barrier, so we are hoping that at this level we can set forth a precedent that we will get this resolution out in the various language so that we can deal with it.

Commissioner Fong brought to the attention of the Chair, that there's a context to everything if you don't know, if you are not English speaking. You can't get Police service because they don't translate they just recently implemented a policy of making Chinese or other languages available when you call 911, so it's only 911 that makes that translation available. This is not just a public housing authority, issue a lot of people are slowly getting on.

10. UNFINISHED BUSINESS

C. Resolution To Adopt The Proposed Revision To The San Francisco Housing Authority's Admission And Continued Occupancy Policy (ACOP) Which Will Establish Home Visits, Pre-Occupancy Training Programs, Inter-Project Transfers And Greater Flexibility And Administering The SFHA's Resident Transfer Program.

DISCUSSION:

Carmen Rosales, reported that the policy being presented had been in the making for ten years. She stated that the fact is, we really haven't had a policy. The copy you have with the blue cover dated October 21 is the copy that covers hate crime issue with priority transfers and then on down to dealing with the security deposit.

Couldn't hear who made the motion but it was second by Commissioner Alford.

D. Resolution Approving An Administrative Plan For The Section 8 Certificate And Voucher Programs And Authorizing Execution Thereof

DISCUSSION

Lawrence Andrews, Director of Lease Housing commented on Resolution D Approving an Administrative Plan for the Section 8 certificate and voucher programs. He stated that his understanding is that this matter was before the commission on October 23rd. At that commission meeting, there were some questions raised regarding the inclusion of the priority transfer policy that the commission just finished talking about and the continued occupancy plan. He also stated the Administrative Plan that was before the Board was basically the same plan that they had before with the difference being the priority transfer is included. Commissioner Moret needed clarification that there's were several distention's between certificate and voucher and she wanted to make sure that she understand the destination. Mr. Andrews tried to respond without getting to technical. Basically they are two different programs. There is a thrust to bring them closer together, but basically, the certificate program, rents that could be charged on a particular unit are set by the Housing Authority and the family is limited to the rent that is approved by the Housing Authority for that particular contract unit. The voucher program provides a family with a little more flexibility in that with the voucher program, the family can decide to pay the additional rent that a particular landlord is asking for a unit. The end result being that the family may elect to pay more than 30% of their adjusted income for rent. The certificate program does not have that flexibility. Commission Fong wanted to know how do residents apply for the 1.10 percent. Mr. Andrews answered, "that is an exception authorization that the Housing Authority has in order to attempt to rent a unit for a family. The rents under the certificate program, they have to be competitive with the other units in the community so that if a landlord is asking a $1,000.00 to rent a three bedroom apartment, we can only authorize a $1,000.00 if the other comparable units in

the community rent for a $1,000.00 likewise. We also have what is called a fair market rent limitation. That fair market rent is what is published by HUD once annually. If the fair market rent lets say is $900.00 and if we want to offer that landlord a $1,000.00 for that apartment, then we would exercise our 10% authorization and then we can go to $990.00 to see if we can get the contract for the landlord, for the family and that's the 10% exception we have." Commissioner Fong wanted more clarification of how the Housing Authority could Deny someone to go on the waiting list, on page 28.

Mr. Andrews answered that page 28 specifically refers to, when we're talking about informal reviews this is an opportunity for a family that is denied housing from the Housing Authority. Once a family is on the program, then if there is a denial of or termination of a subsidy then you are talking about a hearing process. But an informal review is what is available for families if their request for housing is denied. Basically, if a family was on the program and they lost their position in program because of a violation of family obligations, that basically means that when they were on the program they didn't comply then they were off and they want to re-apply. If a family member was previously evicted from public housing for cause, that would be on the books here at the Housing Authority and the records here and prior to rejoining the Housing Authority family that family may have to have an informal review in order to determine whether they are suitable to rejoin the Housing Authority family. Basically, if you want me to go down and read all of these, I can but. Mr. Davis clarification for the board, how to get on the waiting list and why a priority transfer becomes a little controversial for some people. Section 8, by its very nature because you apply doesn't necessarily mean you get on the waiting list. If we have available certificates, lets assume that HUD has issued 2,000 certificates and we don't know who we are going to give those 2,000 certificates too, we have to publicly advertise that in the news paper and say here is 2000, I'll give you an example, we had 2,000 certificates back east and I had 40,000 applicants. A lot of people think just because they apply, they are on the waiting list but it doesn't mean that they are. Those 40,000 applicants who applied for those 2,000 certificates are put on a waiting list by lottery. You throw them in a bin and the system pulls them up; lets say you have 2,000 certificates you may pull 5,000 names out, and when you pull the 5,000 names out in some type of preference order, that will help to create your waiting list. You might screen people and none of them are eligible so they drop off, but once you are pulled from the lottery, you're on the waiting list until you can actually get housing. Sometime you get people saying they've been on the waiting list ten years or Section 8 fifteen years, it means that HUD has never issued a new certificate and you are on the waiting list until that's exhausted, then those other 35000 people are thrown in the trash can. Commissioner Palega stated the he would like to see through staff if there is a way we can notify those people that never get on the waiting list. Just explain to them exactly what Mr. Davis just said that we are sorry your name was not picked from the lottery therefore you are not officially on the list, please do not expect to be called for Section 8. Commissioner Moret wanted to know what is the pre-application, is that to get on the waiting list? Mr. Andrews answered exactly, and it's doing the pre-application process that we determine whether or not anyone will be screened out, and they have to meet the criteria that is listed here in the Admin Plan. Commissioner Palega questioned if they go into the lottery

system, or have they already been drawn from the lottery system. Mr. Andrews answered that that's the pre-application and then they go into the lottery system so then at that point they become eligible to maybe get selected to be placed. Commissioner Palega stated the he wants this agency to assure him and the residents that they will be notified. He doesn't want it to be assumed that they are getting these letters, he wants them to get the letters. Commissioner Shirley Byrd wanted to know how the applicant is receiving the notification. They may have moved or whatever. Mr. Andrews addressed her question by stating that we ask all families to keep us notified if they are going to move or if there is any change in status, telephone number, address or whatever, so that we will differently have a complete up to date record on each applicant.

Commissioner Palega stated that he would like to see the applicants files purged periodically and to see the current list published. Every six months, every eight months or whenever the time frame is, we are going to look at purifying that list and for those that are listed, it will be up to them to keep us current with what's going on in terms of their living situation or if they need bigger space. Commissioner Kitses stated that she felt the way to do that was to fully explain the purifying system at the time of the application process and to make sure that every person that we are dealing with fully understands that they are responsible for informing us of any new address and at the same time every time every year. Commissioner Palega stated that this kind of stuff was never talked about, everybody that applies automatically assumes that they were on the waiting list, and I want to thank Mr. Davis because he's made it clear, you are not on the list until you come out of the lottery system, so I think we need to educate our public as well as our residents about some of these procedures so we can avoid confusion and to free up staff time to deal with other things instead of answering phone calls every day, why they are not on the list.

Commissioner Shirley Byrd motioned to accept the resolution and it was seconded by **COULDN'T HEAR**. Unanimously approved

Mr. Davis asked permission of the President to respond to Commissioner Shirley Byrd's request of the last meeting that we invite a guess from Health and Human Services to discuss modified rent. Jim Buick to give Ms. Byrd the report on modified rent payments per her request of the Executive Monitor.

Commissioner Palega replied that before we go into Executive Session, we will have Mr. Buick give a report on what the Social Services can assist us with.

11. CONSIDERATION OF ACTIONS ITEMS:

(E) Resolution Ratifying Binding Of The San Francisco Housing Authority's Property Insurance And Authorizing The Execution Of A Purchase Order For Payment To The Zurich American Insurance Company In An Amount Not To Exceed $530,000.00 For The 1997-98 Fiscal Year

DISCUSSION

There was no discussion so a motion was entertained. Motion made by **UNABLE TO HEAR** and second by Commissioner Shirley Byrd. Unanimously approved.

(F) Resolution Authorizing The Acting Executive Director To Enter Into A Contract With Precision Works Inc. To Provide Abatement Services For Asbestos Containing Building Materials (ACM) At Cal 1-15, Ping Yuen Development, In An Amount Not To Exceed $188,100.00

DISCUSSION

There was no discussion therefore Commissioner Palega asked for a motion. Motion made by **COULDN'T HEAR** and Seconded by Commissioner Shirley Byrd. Unanimously approved

(G) Ratification And Approval Of Security Services Contract With Personal Protection Services To Provide Armed And/Or Unarmed Security Services At Five Family Housing Developments, Located At Cal 1-4, Valencia Gardens; Cal 1-11, North Beach; Cal 1-8, Westside And Cal 1-16, And Alemany In An Amount Not To Exceed $614,400.00 And Ratification Of Payment Not To Exceed $159,603.00 For Services Provided Through September 30, 1997

DISCUSSION

Commissioner Moret wanted to know if the $614,400 is for between now and December. Mr. Davis answered Yes, three month, October, November and December. Mr. Davis stated that what happen was Kevin gave approval through September 30, and the above amount is the balance of the $159,000.00. We went through a competitive bid process and the bid was for two years. I'm requesting funding for the first quarter and while I'm assessing all the budget implications. The contract was competitively accepted, but I just wanted to get it approved for the first quarter while I'm assessing the budget, because technically, I could have brought it to you for the whole year, but that's how much we pay for a quarter for their services.

Commissioner Fong made the motion and it was seconded by Commissioner Kitses.

(H) Resolution Authorizing The Executive Of Closing Documents Pertaining To The Reconstruction, Financing, Operation And Management Of The Hayes Valley South Development And Relating To The Amendment Of Certain Hayes Valley North Closing Documents.

DISCUSSION

Commissioner Paula Kitses move to approve the resolution and Commissioner Fong seconded it without any discussion.

Commissioner Palega stated that the Board was going to be going into Executive Session but as Mr. Davis had stated, we were honored to have the deputy Director of Human Service, Mr. Jim Buick who addressed some of the concerns that Commissioner Shirley Byrd had and other Commissioners may have had in relations to the Welfare issue with regards to evictions.

Mr. Buick said he didn't hear the exact concerns, but to let him start off by briefly explaining to the commission how the modified payment program works. It's basically quite simple. A resident in a Housing Authority can work out an agreement with the Housing Authority that they wish to have their rent paid directly by the Department of Human Services. There's a form that's used to work out an agreement with the Housing Authority. The resident then would bring it to their case worker at the Department of Human Services, and the Department then electronically, will pay the Housing Authority from the persons grant directly every month for the rent and then give the balance to the tenant. This program is completely a voluntary program I understand at times when back rent is due to the Housing Authority, the Housing Authority may work with the resident to develop a repayment program and so the modified payment program is instituted into some of those instances too. In those cases, we will not only provide the future rent to the Housing Authority directly, but we will work with the Housing Authority and the resident to set up a payment system to pay for the back rent also. We have a worker from the department of Human Services who works with your property managers and helps to identify persons who's rent is coming in arrears so that we can work with them to bring their rent up to date. Our priority is to keep people in housing. We want to prevent people from becoming homeless, we have a tremendous backlog right now of families who have to wait to even get into an emergency shelter here in San Francisco and the demand for housing is significant as you well know and our demand for emergency shelter is growing at the same time. So anyway our department can work with you to keep residents in their housing. So that in a nut shell is how it works.

Commissioner Palega said he knows that this has been a real problem area for us. He wanted to know if there was some mechanism or some way we can get to the Human Services to Mr. Buick's office or to who ever is handling it, a list of people that we have noticed a pattern of dropping and then saying to them under the conditions to avoid an eviction, to avoid confusion and to avoid the temptation of the monthly rent, we are recommending that you talk to the Department of Human Services because we are also concerned about putting people out on the street and there comes a time when we have no other choice because people owe us thousand and thousands of dollars and that money just lottery gets uncounted. Mr. Davis, do you think that's something that we could entertain and have staff start working on with the property managers to identify that population or that group of people that you have notice patterns of late payment or none

payment and to avoid them getting into a situation where it gets undoable. Mr. Davis answered that he think a criteria for which circumstances we would institute modified payments. Mr. Buick stated as he said before, the program from their standpoint is a voluntary program. In working with the residents, if the resident intend to continue to live there, you could make that a requirement from your end. From our end, it has to be voluntary. One of the areas I think your departments can do better in, and I don't know if it's computerized or not, is to become aware when a residents rent is initially in arrears. Commission Shirley Byrd said that was one of her questions. If a resident is already on modified payment, then why is their rent not being paid? Sometimes these people are on modified and still get behind in rent. Mr. Buick stated the he would have to hear more about that situation to answer her question. The only problem he's heard, was once a person was on modified payment and there was a rent increase, an allotment has been worked out and there was a failure to communicate that to the Department of Human Services so that they were paying a rent at a previously agreed upon amount the rent goes up and the amount through modified payment doesn't meet the full rent and that's a problem between the two departments that need to be rectified and that happens in very exceptional cases. That's something where communication need to have been better. Commissioner Shirley Byrd asked if Nicie Gray was from the Department of Social Services? Mr. Buick answered right. Commission Shirley Byrd then asked if she is a part of the Department of Social Services, right? Mr. Buick stated that Nicie Gray does work for the Department, and she is the person who works with the property managers and helps setup modified payments; and the other resources that we have, our department contracts with the Red Cross to provide both funds that help pay families rent that is delinquent as well as some of the case management support to do some of the budgeting, life skills to get families in position where they can pay the rent on an ongoing basis and not get delinquent again.

Commissioner Shirley Byrd wanted to know if the Housing Authority Commissioners could meet with the Department of Social Services if there were they had other concerns. She also stated that she would like to able to meet with the Commissioners of the Department of Social Services if needed be. Commissioner Palega answered her by saying yes, you can address any Commission within the City and County of San Francisco, all you have to do is fill out one of those little cards and at the Human Services it's a yellow card and here we have white. She replied by asking if there was a plan in place to deal with the modified payment with the residents.

Commissioner Palega made a request of his fellow Commissioners to find other ways of dealing with some of the problems of our population living in public housing, we should open up every door.

12. EXECUTIVE SESSION

Adjourned for Executive Session at 5:05 p.m.

13. RECONVENING OF COMMISSION MEETING - OPEN SESSION

Reconvened At 5:40 p.m. With a report on the Executive Session

Commissioner Palega call for a report on the Executive Session and Commissioner Moret stated that the committee made recommendations on the terms and the form of the Contract for Ronnie Davis and the full Commission accepted the terms and the form and now are ready to proceed with the negations with Mr. Davis.

14. PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

Richard Carroll, President of 1880 Pine stated he would like to see a resolution made on the Housing Authority labors that come over and pick up their chairs and tables. First let him know a couple day ahead of time in case they plan to use them, and second let him know where they are being taken in case he doesn't get them back he'll know where to locate them and bring a requisition form to him or his Vice-President so it can be signed for in case he has to give an account for them. Mr. Davis promised Mrs. French that he would look into it and we'll have accountability of all your things.

Commissioner Moret stated that at a previous meeting a request was made for a resolution going back to the $25,000.00 limit instead of a $100,000 for the Commission to approve contracts because the way it is now, HUD came in and changed the signature amount. Can we have a resolution changing it back to what it was before HUD came in. Also, can we have the resolutions written in plain English instead of the legalese. It's not clear exactly what we are deciding on so can it be put into plain English on the agenda. We are finding that the public is not understanding what it is on the agenda.

15. ADJOURNMENT:

Commissioner Fong motion to adjourn and Commissioner Moret seconded it. Meeting was adjourned at 6:00 p.m.

_____

Ann Davis
Commission Secretary

HOUSING AUTHORITY
OF
CITY AND COUNTY OF SAN FRANCISCO

The Housing Authority of the City and County of San Francisco Held A special Training/Meeting at 1815 Egbert Avenue, 3rd floor, San Francisco, California on Wednesday, November 19, 1997 at 10:35 A.M.

The meeting was called to order by President Sululagi Palega, Sr., President

1. ROLL CALL:

Roll Call found the following members to be:

PRESENT:	Sululagi Palega, Sr., President Paula Kitses, Vice President Lee Alfred, Commissioner Shirley Byrd, Commissioner Rev. Norman Fong, Commissioner Marisa Moret, Commissioner
ALSO PRESENT:	Dr. Emma McFarlin, Executive Monitor Mr. Virgil Jackson, Director Human Resource Mr. Joseph Hamblin, Legal Counsel
ABSENT:	Richard Ford, Commissioner

2. APPROVAL OF AGENDA:

Commissioner Fong motion to accept the agenda and Commissioner Shirley Byrd seconded it.

3. PUBLIC COMMENTS ON AGENDA ITEMS:

NOTE: The public will have the opportunity to comment on Agenda Items prior to any action taken by the Commission pursuant to the San Francisco Housing Authority rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution No. 4423. Prior to adjournment, after Item No. 56, the public will have an opportunity to comment on items on the agenda.

4. BRIEFING FOR COMMISSIONERS

Commissioner Palega stated that the Executive Session would be placed on whole until Commissioner Ford arrived and at that point, they would break into Executive Session and afterward they would resume the training so the training began.

Dr. McFarlin introduced the Director of Human Resources, Virgil Jackson, coming out of a ten (10) year retirement as HUD's Personnel Director. Commissioner Palega also introduced an attorney from Lafayette Legal Services by the name of Kevin Clark.

The training session started with a nationally visualized Human Resource training session. There is a audio copy of the training session in the Commission Secretary's office.

At 11:46 a.m. we broke for lunch.

DISCUSSION REGARDING THE TRAINING

Commissioner Palega asked this questions of the attorney's, what happen to us now with all the people we had to put on administrative leave during the HUD recovery are we obligated to (because of the training tape continuing, I was unable to hear the rest of his question). I guess the thing that worries me most and she covered it and I don't want to ask the question why but there were a number of people that were put on administrative leave and no documentation in the file to why they were put on administrative leave. So these people in turn have suited, have gotten a settlement and we've got a number of cases like that. We've got no documents in the file to tell us what the reason was, why they were put on administrative leave or why they were let go.

The question was raised, "are they still getting paid?" Commission Palega stated that some of them have been settled already and we still have a number of them that are still on administrative leave that we're trying to deal with, so I'm asking our counsel since we are dealing with this personnel issue, are we still libel and his comment was yes. My big concern is how do we get it dealt with and get it out of the way so we don't continue to pay this?

Mr. Hamblin stated that one of those cases that Commission Palega was talking about. There were three people let go not with cause, but just because this office was thinking about doing rid of the Section 8 program. OK that was revised, Section 8 is staying with the Housing Authority now, those people have a case against us and our feeling in the front office, Dr. McFarlin was there, settle the case and bring them back. The only thing is, we are obligated for the court cost to pay the people's attorney's fees. Now there maybe other cases like that, but that's one. That's the only one that I'm aware of where they were discharged without cause.

Commission Palega asked if we could bill HUD for that cost; they did it, they were the one's that put them on leave, there was no documentation, is there somewhere in that clause in our contract or agreement with them that would allow us to transfer the cost over to them because you know, we're talking about millions of dollars. Mr. Hamblin stated that he didn't have anything on that, that's the one that sends us the money primarily through the agency's seat and then the other programs, Hope VI and whatever else we get. I'd have to take a look. I've seen the letter which returned the authority back with all the fine words in it, but I haven't seen anything that indicates that they are responsible so I'll have to take a look at that. Commission Palega stated that we had a resolution, we did pass a resolution that we refer all payments of recovery activity back to HUD, so what he was saying along with that is if there is some clause in there that we can also now defer those payments back to them because it was their doing and they left us kind behind the eight ball. Mr. Hamblin stated that he agreed with Commission Palega, but also stated that he would have to take a hard look at that. I would be inclined to believe that we could do that legally.

Commission Palega, I'm not open for anything, but I'm raising the question that if we going to put together an annual budget and our budget, how do we bill for things like law suits and how do we assure ourselves that they don't come right in right off the bat and say you're not complying. I mean you set a budget and then we operate based on the lines that we have there, but if we're paying out millions of dollars for employment issues, how do we get our self in line; and I guess that's something you need to look at because when they start putting us on FEMA, then we need to know exactly what we're being evaluated for and I'm sure budget is one of those issues because of the statues.

Mr. Hamblin, I have to agree with your comments but I don't see the bases for telling. They have to say when they took over a trouble agency, they screwed up if you will.

Commissioner Palega stated that is where the fine line is and I think you need to look at that, we weren't a trouble agency we were in the process of being and we were not under receivership. When they come in at a receivership, we know what the consequences are. When you look at that, please look at every aspect of that, because I'm not an attorney but I know that there's a fine line between receivership and trouble agency and an agency going to be in trouble and being asked to come in and help with the recovery. Mr. Hamblin stated that he understood what the Commissioner was saying about not being a trouble agency but we were on the border line. We were on the border line but we were not at total receivership level stated Commissioner Palega. Mr. Hamblin stated that he had seen somewhere that the agency was in worse shape than first reported. Commissioner Palega also stated that we were under the impression when they came over that they were going to pump all this money to help us to deal with some of those trouble areas but what they have basically done is leave us in a bigger hole than we were. Mr. Hamblin replied that part of that was when CBR took over and what they attempted to do. From a legal standpoint, I've read a lot of their material. They probably were not fully qualified to take over, because the first thing they did was not have an attorney licensed in California. Commissioner Palega stated that you know as well as I do, that if you are

going to practice law in California you've got to pass the bar. If you didn't pass the bar, then you shouldn't be eligible for a legal contract, you should be eligible for a referral contract where you can funnel those service off, but my understanding is that was a legal service contract that they entered into. Mr. Hamblin, said that that was HUD's mistake. Commissioner Palega wanted to know if we could call them on it. Dr. McFarlin stated that we have call them and called them by resolution before Mr. Hamblin came. When we took control back, remember we put in that resolution for them to pay us for extra ordinary cost. We insisted over the legal advise, but we put it into that resolution and then we are in the process of requesting it back and what you are asking, if we don't get it by our formal request then what legal rights do we have, but I have already discussed that during the Executive Session, I have it in my memos.

Commissioner Palega stated that his concern is that we are getting ready to do a series of hiring. He also wanted to know about our hiring procedures and what we are going to be following in terms of that personnel issue, my second part of that is grievance as we hire people will be laid off or fired. In that process, he wanted to know how would we be covered so if Virgil could look at that and tieing up the probationary periods and what would be an appropriate probationary period for various slots and get us that draft as soon as possible and if I could get it before Christmas that would be a Christmas present. Virgil Jackson stated that there is a great big book of personnel policies and procedures, 250 pages to be exact. By reading it, I can tell it was written somewhere between ten, fifteen years ago, but it is clearly not been kept up, to give you that is a waist of your time. Now we will in the next sixty days, somewhere in January, we will have a draft and then we should have an Executive Session if you want to get involved. Commissioner Palega wants copies of our current personnel policies for each of the Commissioners. He stated that the Commission has been empowered to set policy and they have always been concerned about the number of legal issues that the Commission has been facing since in office. The hiring and firing has been an issue that's always concerned him because the Agency is almost twenty million dollars in the whole just dealing with those issues. If there is something being done, we would like to know because we get a number of calls from a number of people and we are referring them to staff, but we should have a basic understanding of what we are referring to staff. I don't want to see the complete thing when it's finished, I want to see as you go along as you stated as you speak, I'd like those items that are being revised and if nothing more than being referred from Dr. McFarlin to Mr. Davis to us we will be available to look at them, cause we are very much concern and as President of this Commission, I'm defiantly concerned that we don't get further in the hole with this issue. Virgil stated that he would be more than happy to give them what he had done in the last couple of days in the Executive Session. Commissioner Palega said that he would defiantly like to see what Virgil had done and any backup documents that we would like to get because one of our colleagues is not here today and Commissioner Ford is very much interested in personnel issues also. Commissioner Palega stated that he just want to make sure things are done.

The training session will resume after the Executive Session. Broke for lunch at 11:46 a.m.

5. EXECUTIVE SESSION

The Executive Session started at 1:45 p.m. and was held to discuss the contracts of the Executive Monitor, Dr. Emma McFarlin and for the Executive Director, Mr. Ronnie Davis subject to Government Code Section 54957. Commissioner Moret reported that the Executive Session discuss the contract for Dr. McFarlin and we agree on the terms and we are hoping for a draft at the next meeting and as to Mr. Davis, the Committee recommends that we enter into a contract for a term of two years (2) and a stated salary of one seventy, ($170,000.00). Motion was made by Commissioner Kitses to enter into the contract with Mr. Ronnie Davis and the Housing Authority for a period of two years. The motion was seconded by Commissioner Shirley Byrd.

ROLL CALL

Paula Kitses	Yes
Lee Alford	Yes
Shirley Byrd	Yes
Norman Fong	Yes
Marisa Moret	Yes

Commissioner Palega requested that the record show that the majority of the Commission has voted to on November 19, 1997 to enter into an agreement with Mr. Ronnie Davis as no longer the Acting Executive Direct but as our Executive Director for a period of two years set forth in the contract. The contract will be available at the next Commission and it will be signed prior to that and it will be available to counsel. He also want to thank three individuals, Shirley Bryd, Paula Kitses, Moarisa Moret for the hard work that the negating committee has worked on for the last sixty five, almost seventy days, to get this contract in a form that's acceptable for me and my other piers and we are looking forward to entering into this agreement and hopefully for a smooth, smooth transition.

6. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Mr. Brown stated he would like thank the Commission on the contract for Mr. Davis as the Executive Director. However, one of the things he wanted to address was the van for the seniors but also I like to talk about the situation of insurance and a driver and I think it should be negated with the Commission and Mr. Davis and I hope that the Commission will take under consideration that we do need this van to transport our seniors to different places around the city on different occasions it will also be used for our Commissioner Alford to transport her back and forth to different affairs. He also thank the Commissioners for the cleaning up of the maintenance department and their work on the senior dwellings.

Dr. McFarlin, stated that Mr. Davis, Mayor Brown and President of the Hays Valley Resident Management Corporation are in Boston at Harvard. They have invited the Mayor to be the key-note speaker. They have four case studies of Hope VI project in the nation and our was selected as one and they ask the Mayor to come and give the key-note speech.

7. ADJOURNMENT:

Commissioner Norman Fong made the motion to adjourn at 2:45 p.m. and it was seconded by Commissioner Paula Kitses.

Ann Davis
Commission Secretary

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WILL BE HELD ON THURSDAY, DECEMBER 11, 1997 AT 2:00 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

NOTICE AND AGENDA
December 11, 1997

1. **ROLL CALL:**

   Sululagi Palega, Sr., President
   Paula Kitses, Vice President
   Lee Alford, Commissioner
   Shirley Byrd, Commissioner
   Rev. Norman Fong, Commissioner
   Richard Ford, Commissioner
   Marisa Moret, Commissioner

2. **APPROVAL OF AGENDA:**

3. **APPROVAL OF MINUTES:**

   November 13, 1997
   November 19, 1997 Special Training Session

4. **GENERAL COMMUNICATIONS:**

5. **REPORT OF SECRETARY:**

6. **COMMITTEE REPORT:**

7. **REPORT OF COUNSEL:**

8. **TENANT REPRESENTATIVE REPORT:**

9. **UNFINISHED BUSINESS:**

10. **CONSIDERATION OF AGENDA ITEMS:**

    (D) Resolution Approving And Accepting The Proposal From Wil Davis Management Company To Develop, Implement, And Manage A Comprehensive Lottery Management System For The Opening Of The Section 8 Waiting List.

    (E) Ratification Of A Contract For A Three-Month Period With Burns International Security Services, Inc., For Armed And/Or Unarmed Security Services At Senior And Certain Family Dwellings In An Amount Not To Exceed $390,611.00

(F) Approval Of Contract For A Three-Month Period With Western Security Bureau, Inc., For Armed And/Or Unarmed Security Services At Senior/Disabled And Certain Family Dwellings In An Amount Not To Exceed $29,232.00

(G) Authorizing The Acting Executive Director To Enter Into A One-Year Inter-Government Agreement With The San Francisco Police Department For Supplemental Police Services At San Francisco Housing Authority Locations, In An Amount Not To Exceed $750,0000

(H) Resolution Authorizing The Executive Director To Enter Into A Contract With Western Roofing Service For Roofing And Waterproofing Work At Cal 1-10, Potrero Annex (29 Buildings-Nos. A1, A2, B4, B5, C7, C8, C9, C10, C11, C12, C13, C14, C15, D2, D18, D19, D20, D22, D23) In The Amount Of $377,145.00

(I) Resolution Ratifying Binding Of The San Francisco Housing Authority's General Liability Insurance And Authorizing The Executive Director To Execute A Purchase Order For Payment To The Housing Authority Risk Retention Group Insurance Company In A Total Amount Not To Exceed $2,018,657.69

(J) Resolution Authorizing The Executive Director To Execute A Purchase Order To Pay The Housing Authority Risk Retention Group For General Liability Deductibles For The Fiscal Year 1997-98 In An Amount Not To Exceed $220,000.00

(K) Resolution Ratifying The Submission Of The San Francisco Housing Authority's Comprehensive Grant Program (CGP) FY 1997 Annual Statement Submission Revisions

11. PUBLIC COMMENTS ON AGENDA ITEMS

NOTE: The public will have the opportunity to comment on Agenda Items prior to any action taken by the commission pursuant to the San Francisco Housing Authority Rules Governing Public Testimony adopted 7/14/94 as Resolution No. 4297 and revised 2/23/95 as Resolution 4423. Prior to adjournment, after Item No. 11, the Public will have the opportunity to comment on items not on the agenda.

12. EXECUTIVE SESSION

The Commission will adjourn to Executive Session to discuss employment contract for Dr. Emma McFarlin, Executive Monitor, pursuant to Government Code Section 54957

13. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Ed Gorman from The America Works Partnership speaking on The accounting of the San Francisco Resident Apprenticeship Demonstration Program in the construction industry and to announce the graduation of the public housing residents of the program.

13. ADJOURNMENT

Ann Davis
Commission Secretary

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

DATE: November 26, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Acting Secretary/Executive Director

SUBJECT: **RESOLUTION APPROVING AND ACCEPTING THE PROPOSAL FROM WIL DAVIS MANAGEMENT COMPANY TO DEVELOP, IMPLEMENT, AND MANAGE A COMPREHENSIVE LOTTERY MANAGEMENT SYSTEM FOR THE OPENING OF THE SECTION 8 WAITING LIST.**

Pending HUD's approval of the procurement process, this resolution will approve the execution of a contract with Wil Davis Management Company to develop, implement, and manage a comprehensive Lottery Management System for the Section 8 (Leased Housing) Department.

Because our current waiting list contains only 80 applicants, all of which are being given certificates/vouchers, as appropriate, the Section 8 waiting list must be opened to prospective applicants. As the San Francisco Housing Authority has once again taken over the management of the Leased Housing Department, HUD has given us some standards and benchmarks which must be met; one of which is opening the waiting list. As the services of Will Davis Management Company has been deemed the most appropriate and cost effective method for achieving this goal, given our current staff and abilities, I recommend that the attached proposal be approved at the December 11, 1997 Commission Meeting.

RESOLUSTION NO: 4627

DATE ADOPTED: 12/11/97

RESOLUTION APPROVING AND ACCEPTING THE PROPOSAL FROM WIL DAVIS MANAGEMENT COMPANY TO DEVELOP, IMPLEMENT, AND MANAGE A COMPREHENSIVE LOTTERY MANAGEMENT SYSTEM FOR THE OPENING OF THE SECTION 8 WAITING LIST.

Whereas, The Housing Authority of the City and County of San Francisco (herein called the "Authority") entered into a Section 8 Annual Contributions Contract on December 23, 1975, (as amended) with the United States of America (herein call the "Government"); and

Whereas, Resolution No 4604, and/or 42 USC 1437 ET SEQ. Adopted March 8, 1996 stated, "Resolution temporarily providing power, duty, and authority for operation and management of the San Francisco Housing Authority (SFHA) to the United States Department of Housing and Urban Development, and amending SFHA policies, rules, procedures, and by-laws accordingly"

Whereas, in accordance with the San Francisco Housing Authority Administrative Plan for the Section 8 Certificate and Voucher Programs, Section A, Administration of Waiting List, adopted November 13, 1997, the Authority wishes to open the waiting list to prospective applicants. In an effort to achieve maximum utilization of the Section 8 Certificate and Voucher Programs, the Authority needs to develop a large pool of applicants.

Whereas, on October 6, 1997, the Authority published a Request for Proposal (RFP) seeking proposals from qualified companies to manage the re-opening of the Section 8 waiting list.

Whereas, the Wil Davis Management Company submitted the only response to our RFP in the amount of $150,000 which we have determined is reasonable and appropriate for the scope of services outlined in the agreement.

Whereas, funding for said contract services is available out of Section 8 Operating Reserve.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Wil Davis Management Company's proposal to develop, implement, and manage a comprehensive Lottery Management System for re-opening the San Francisco Housing Authority Section 8 waiting list is hereby approved and accepted for an amount not to exceed $150,000.

2. This resolution shall take effect upon HUD's approval.

APPROVED AS TO FORM AND LEGALITY:

Joseph M. Lombardi
Legal Counsel

12-3-97
Date

WIL DAVIS MANAGEMENT COMPANY
3740 Euclid Avenue
100 The Life Building
Cleveland, OH 44115
216/881-2788 • 216/881-2789FX

November 20, 1997
BY FACSIMILE
Mr. Brad Fralic
Deloitte & Touche

Re: RFP Adjustment

Dear Mr. Fralic:

Per your request, I have revised our November 18, 1997 proposal to reflect pricing that incorporates your request that San Francisco Housing Authority absorb long distance charges on the project on a billable basis. The attached is based upon this reduction and represents the marginal cuts that Wil Davis can make with such an arrangement.

San Francisco Housing Authority will be billed at our cost, which is $0.094 per minute plus tax at seven percent (.07%). Please be advised that we have utilized the projection that each call is averaging eight minutes. However, Wil Davis also uses a very lucrative "incentive plan" for intake operators that encourages quality assurance and efficiency. We expect the projected timing to be reduced considerably.

Brad, we understand that there may be some "sticker shock" with this type of project. However, it should be remembered, and can be confirmed that when this same project was executed in Cleveland, Ohio, we performed the project at $90,000 plus. However, our firm ended up "eating" a considerable amount of that project, because it was the first time out. Cleveland conducted the project for 16 hours per day, for three weeks. To accomplish the same objectives, San Francisco needs to roll-out this project at 22 hours per day, for four weeks. Further, there are considerably more lines required to sustain the project. More personnel involved, and more translation personnel required. When we did a similar project for CMHA in 1996, the pricing was much closer to the projected SFHC pricing, after CMHA made scheduling reductions, etc.

Finally, SFHC/HUD may wish to do a cost-out comparison of in-house versus out-source, and the impact of pulling this volume of personnel off-line, and/or hiring and equipping a TRC of their own, not to speak of reduction in "hassles." I believe this will make the value that Wil Davis Management offers to them more evident.

We look forward to working with you and you client, and will try to accommodate them in every way that we can. However, our primary goal is to maintain the quality of the project, otherwise, no one will be happy. And we are not an organization that can yet absorb the smudge of doing poor work on our record. If you have additional questions, please feel free to contact me at any time.

Sincerely,

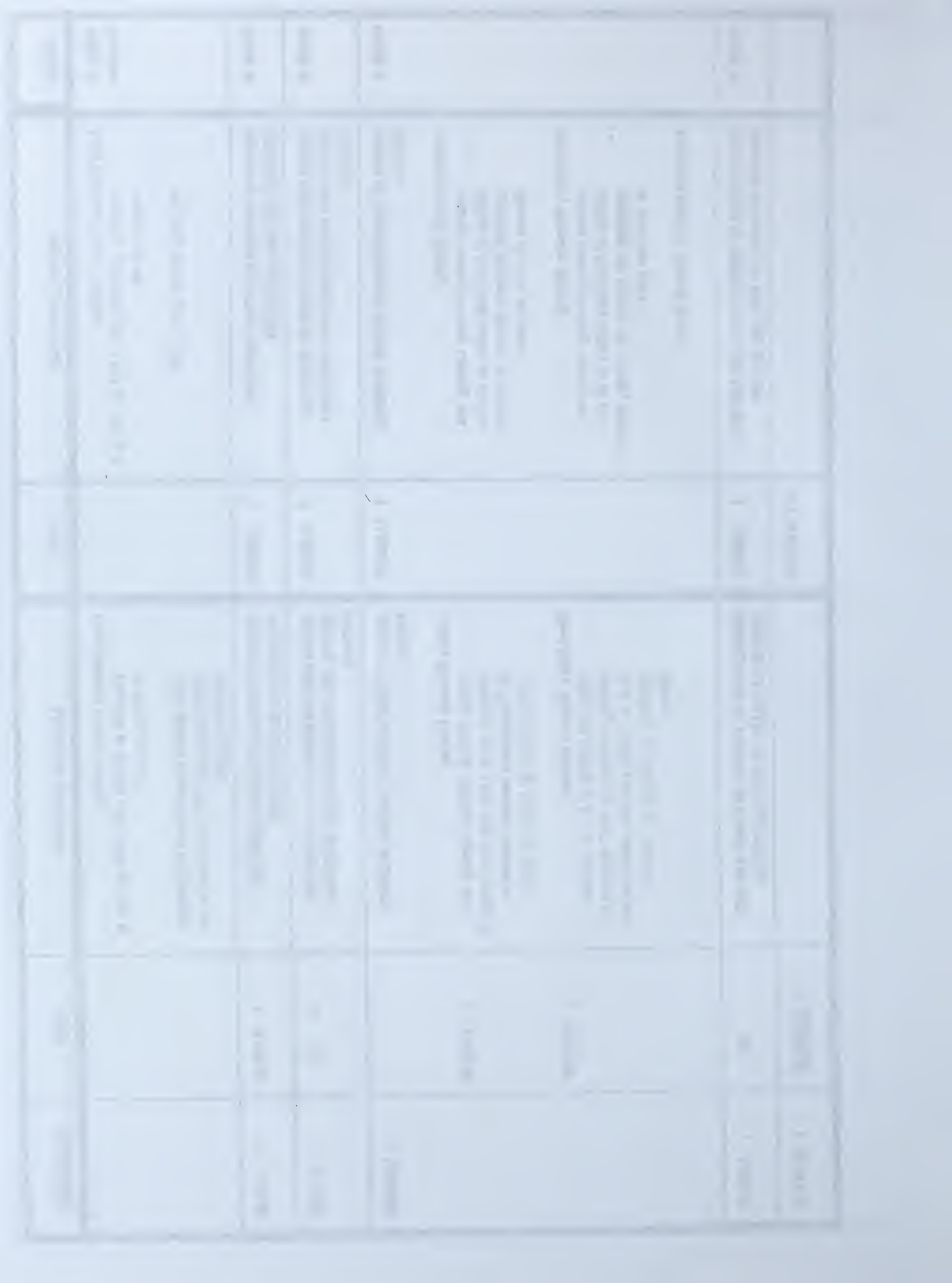
Patricia W. Dues, President

ALTERNATIVE PLAN

PHASE	ORIGINAL PROPOSAL	COST	ADJUSTED PROPOSAL	COST	ADJUSTMENT
PHASE I	DESIGN AND IMPLEMENTATION OF RECORDKEEPING DATABASES, INCLUSIVE OF: ● Working Database ● Lookup and Linkage Databases for Street Addresses and Census Trak ● Field Help Menus ● Restriction coding ● Alpha, numeric, capitalization and character allowance coding ● Automatic calculation on rent, utility and income fields	$ 8,500.00	DESIGN AND IMPLEMENTATION OF RECORDKEEPING DATABASES, INCLUSIVE OF: ● Working Database ● Lookup and Linkage Databases for Street Addresses and Census Trak ● Field Help Menus ● Restriction coding ● Alpha, numeric, capitalization and character allowance coding ● Automatic calculation on rent, utility and income fields	$ 8,500.00	$ 0.00

PHASE	ORIGINAL PROPOSAL	COST	ADJUSTED PROPOSAL	COST	ADJUSTMENT
PHASE II	ORGANIZATION, EQUIPPING, STAFFING AND MANAGING INTERIM TELEPHONE RESPONSE CENTER: **Projected** **Intake:** 60,000 calls; approx. 3000/daily **Hours:** 7:00 P.M. - 4:00 A.M. Sunday evening - Sunday morning **Period of Operation:** 30 days **Administrative Staff:** Project Manager Senior Line Supervisor Night Line Supervisor/Tech Support Mgr. Weekend Line Supervisor Weekend Night Supervisor Technical Support Technician **Support Staff:** Intake Operators - 120 **Telephone Lines:** 1 Main 800/888 dedicated line 30 rollover lines 1 800/888 dedicated information voice mail retrieval system 3 dedicated lines for Special Support, including TTY/TDD and foreign language	$ 121,000.00	ORGANIZATION, EQUIPPING, STAFFING AND MANAGING INTERIM TELEPHONE RESPONSE CENTER: **Projected** **Intake:** 60,000 calls; Up to 5,000 on a daily basis **Hours:** 6:00 A.M. - 4:00 A.M. DAILY **Period of Operation:** 30 days **Administrative Staff:** Project Manager Technical Project Manager Senior Line Supervisor Night Line Supervisor/Tech Support Mgr. Weekend Line Supervisors (2) Technical Support Technician Quality Assurance Monitors **Support Staff:** Intake Operators - 120 Lead Interpreters (Spanish; Chinese/Korean; Vietnamese; Russian) During Peak Hours - Weeks 1 & 2: Up to 8 English/Spanish Up to 6 English/Chinese Up to 4 English/Korean Up to 4 English/Vietnamese Up to 2 English Russian During Non-Peak Hours, and/or Weeks 3 & 4 At least one support interpreter for each language **Telephone Lines:** 1 Main 800/888 dedicated line With 30 rollover lines 1 800/888 dedicated foreign language support line with voice attendant routing to appropriate operator w/18 rollover lines 1 800/888 dedicated information voice mail	$ 98,459.65	- $ 22,540.35

PHASE	ORIGINAL PROPOSAL	COST	ADJUSTED PROPOSAL	COST	ADJUSTMENT
PHASE II Continued	**Long Distance Carrier Service:** Projected at 60,000 calls, 0.094 per call at 8 minutes per call Wil Davis carries costs of LDC		**Long Distance Carrier Service:** Projected at 60,000 calls, 0.094 per call at 8 minutes per call. SFHC absorbs actual inbound long distance carrier charges for TRC, to be billed at the end of the project.		
PHASE III	DESIGN OF RANDOM SELECTION COMPUTER PROGRAM AND IMPLEMENTATION	$ 7,200.00	DESIGN OF RANDOM SELECTION COMPUTER PROGRAM AND IMPLEMENTATION	$ 5,500.00	- $ 1,700.00
PHASE IV	DESIGN AND IMPLEMENTATION OF REPORTING SYSTEM AND PRODUCTION OF ALL NECESSARY REPORTS	$ 9,107.00	DESIGN AND IMPLEMENTATION OF REPORTING SYSTEM AND PRODUCTION OF ALL NECESSARY REPORTS	$ N/C	- $ 9,107.00
PHASE V	DESIGN OF COMPREHENSIVE MAILING RESPONSE SYSTEM **Lottery Winners Mailing:** Sorting, Printing, Stuffing, Copying, and Mailing of First Class Letters to All Pre-applicants randomly selected as "Lottery Winners @ $0.52 per piece **Non-Lottery Winners Mailing:** Sorting, Printing, Stuffing, Copying and Mailing of First Class Letters to all pre-applicants not selected as "Lottery Winners" at $0.52 per piece. **Projected Mailing - 60,000 pieces**	$ 31,500.00	DESIGN OF COMPREHENSIVE MAILING RESPONSE SYSTEM **Lottery Winners Mailing:** Sorting, Printing, Stuffing, Copying, and Mailing of up to 7,500 First Class Letters to All Pre-applicants randomly selected as "Lottery Winners @ $0.52 per piece **Non-Lottery Winners Mailing:** Design and printing of 4 x 6" postcard, labelling, and return to SFHC Mailroom for of up to 50,000 postcards advising all pre-applicants not selected as "Lottery Winners."	$ 3,900.00 $ 10,000.00	- $ 17,600.00
PHASE VI	DOWNLOADING OF WINNERS DATABASE AND NON-WINNERS DATABASE TO SFHC MIS SYSTEM	$ 1,500.00	DOWNLOADING OF WINNERS DATABASE AND NON-WINNERS DATABASE TO SFHC MIS SYSTEM	N/C	- $ 1,500.00
		$ 178,807.00		$ 126,359.65	- $ 52,447.35



SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

November 24, 1997

TO: **SAN FRANCISCO HOUSING AUTHORITY COMMISSION**

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Secretary/Acting Executive Director

SUBJECT: **RATIFICATION OF A CONTRACT FOR A THREE-MONTH PERIOD WITH BURNS INTERNATIONAL SECURITY SERVICES, INC., FOR ARMED AND/OR UNARMED SECURITY SERVICES AT SENIOR AND CERTAIN FAMILY DWELLINGS IN AN AMOUNT NOT TO EXCEED $390,611.00**

The recommendation is to ratify a contract for a three-month period with Burns International Security Services, Inc., to provide Armed and/or Unarmed Security Service at senior and certain family dwellings in an amount not to exceed $390,611.00. The recommended amount is sufficient to continue the existing level of security service for the period October 1, 1997 through December 31, 1997.

The Housing Authority solicited a Request for Proposal (RFP) for the purpose of providing security services at various Housing Authority developments. The bids were solicited pursuant to HUD rules and regulations. This process was necessary as the prior authorization issued by HUD Secretary Designee, Mr. Kevin Marchman, expired September 30, 1997.

The responses to the RFP produced a wide disparity in bids among the competing agencies. As a result of this variance, the Housing Authority is unable at this time to recommend the award of a contract without further evaluation and clarification among the potential contractors.

In the interim, the need for security services continues to be a requirement at senior and certain family developments.

In an effort to insure the safety and protection of the residents at these sites, we recommend the approval of a contract with Burns International Security Services, Inc. to continue existing services pending completion of the RFP process.

RESOLUTION NO. 4628
DATE ADOPTED 12/11/97

RATIFICATION OF A CONTRACT FOR A THREE-MONTH PERIOD WITH BURNS INTERNATIONAL SECURITY SERVICES, INC., FOR ARMED AND/OR UNARMED SECURITY SERVICES AT SENIOR AND CERTAIN FAMILY DWELLINGS IN AN AMOUNT NOT TO EXCEED $390,611.00

WHEREAS, the Health and Safety Code, Section 34314 authorizes the Housing Authority to arrange or contract for the furnishings by any person or agency, public or private, or services, privileges, works, or facilities for, or in connection with a housing project assisted pursuant to Section 34312.12, or occupants,

WHEREAS, the San Francisco Housing Authority solicited from various contractors Request for Proposals for security services at certain family and senior housing developments in RFP #010-97 dated September 10, 1997; and

WHEREAS, the bid tabulation process indicated a wide disparity between the competing security contractors; and

WHEREAS, the cost summaries of most contractors were substantially higher than the amount estimated by the Housing Authority Security Superintendent; and

WHEREAS, due to the aforementioned reasons the Authority is unable to award any security contracts without further evaluation and clarification; and

WHEREAS, the security agreements have expired at this time, and the need for security services continues.

WHEREAS, funds are available from FY 1997-1998 Low Income Operating Program.

NOW THEREFORE:

1. The Acting Executive Director is requesting authorization to establish a three month purchase order for security services from the existing contractor, Burns International Security Services, Inc., in an amount not to exceed $390,611.00 for the period October 1, 1997 through December 31, 1997.

2. This Resolution is effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Joseph M Hamblin — 12-1-97

Joseph Hamblin
Deputy City Attorney

Date

CONTRACT
BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND BURNS INTERNATIONAL SECURITY SERVICES, FOR SECURITY SERVICES AT SPECIFIED SENIOR/DISABLED AND SELECTED FAMILY DEVELOPMENTS

Contract No.

THIS CONTRACT is entered into the City and County of San Francisco, State of California, by and between the Housing Authority of the City and County of San Francisco, hereinafter referred to as the "HA" or the Authority, and Burns International Security Services, a corporation operating in the State of California, hereinafter referred to as the "Contractor".

WITNESSETH THAT:

WHEREAS, the HA wishes to contract for security guard services for Seniors and Disabled Persons at specified senior housing developments; and

WHEREAS, the Contractor represents itself able to perform the services required hereunder, and the HA finds that said Contractor is so qualified;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

1.1 The Contractor shall provide all equipment, personnel and materials required to properly staff and maintain security guard services for the Authority. Staffing shall be as follows, with any adjustments in staffing levels and/or hours to occur as directed by the Authority in writing:

LOCATION	WEEKLY HOURS OF SERVICE
350 Ellis Street	1 guard, 12 midnight-8am shift, and 8am-4pm shift, 7 days = 112 hrs/wk; 2 guards, 4pm - 12midnight, 6 days = 96 hrs/wk; 3 guards, 4pm - 12midnight, 1 day(Sat.) = 24 hrs/wk; total 232 hours per week
666 Ellis Street	1 guard, 12 midnight-8am shift, and 8am-4pm shift, 7 days = 112 hrs/wk; 2 guards, 4pm - 12midnight, 6 days = 96 hrs/wk; 3 guards, 4pm - 12midnight, 1 day(Sat.) = 24 hrs/wk; total 232 hours per week
430 Turk Street	1 guard, 24 hrs., 7 days = 168 hrs/wk;
25 Sanchez St./462 Duboce Street	1 guard, 24 hrs., 7 days = 168 hrs/wk **(Guard to rove between the two buildings)**
320/330 Clementina Street	1 guard, 24 hrs., 7 days = 168 hrs/wk; 1 guard, 8 hrs. (4pm-midnight), 3 days = 24 hrs/wk; total 192 hrs/wk **(Guards to rove between the two buildings)**
255 Woodside Street	1 guard, 8 hrs., 7 days = 56 hrs/wk
1760 Bush Street	1 guard, 8 hrs., 5 days = 40 hrs/wk
1750 McAllister Street	1 guard, 24 hrs., 7 days = 168 hrs/wk
1855 15th Street	1 guard, 8 hrs., 7 days = 56 hrs/wk
1880 Pine Street	1 guard, 8 hrs., 5 days = 40 hrs/wk

1.2 The Contractor shall provide five (5) additional unarmed officers (total per day) to be assigned eight (8) hours duty each, seven (7) days per week, to cover the addresses listed below. In addition, to the coverage of these addresses listed below, these same officers may be deployed at the discretion of the HA Contract Monitor/Project Manager to assist and provide additional coverage as required at

the addresses listed above. However, in any case the hours shall not exceed a total of 280 hours per week.

3850 - 18th Street	345 Arguello Street
255 Dorland Street	2451 Sacramento Street
939/951 Eddy Street	363 Noe Street
990 Pacific Avenue	227 Bay Street
491 - 31st Avenue	2698 California Street

1.3 The Contractor shall furnish guards with uniforms, identification badges, radios, and flashlights, which shall be worn at all times while on duty.

1.4 The Contractor shall notify the Authority, directly or through its emergency answering service, of any situation that may cause harm or injury to residents, visitors, staff or property at the locations being serviced by the Contractor. Such notifications shall be made immediately upon discovery by Contractor that such harm or injury is probable or has, in fact, occurred. If the situation is of a criminal nature, the Contractor must also notify the local law enforcement agency immediately upon discovery of any criminal activity. The on-site resident custodian is to be promptly notified of any of the above occurrences.

1.5 The Contractor shall maintain a record keeping system that identifies the guards on duty at all times, the names and addresses of all visitors to the premises, the names and apartment numbers of the residents the visitors are there to see, the arrival date and time of the visitors, as well as, their departure date and time.

1.6 The Contractor shall maintain a check list of items to be monitored during each routine foot patrol checks of the premises. The items shall include, but not be limited to, checking light fixtures, securing exterior doors and insuring that fire exits are not blocked or impeded by any object. The Authority shall provide the Contractor with a checklist of such items to be monitored.

1.7 The assigned security guard or roving supervisors shall complete every two (2) hours the following tasks during rounds; check all doors and windows on the main floor, check all bathrooms on the main floor, check all elevators and stair wells, check parking lot areas, check top floor when required and assist when necessary, with curfew requirements.

1.8 The Contractor is required to submit detailed reports of all activities and conditions that warrant attention by the Authority. Such reports shall include the

time and date the activities and/or conditions occurred, what action the contract initiated related to the activities and/or conditions, when such action was taken and the results of the action taken. The reports must also identify the guards on duty at the time the activities or conditions occurred and the name of the person completing and submitting the report(s). All reports must be submitted to the Authority within twenty-four (24) hours after the activities or conditions occurred, unless otherwise requested by the Authority.

1.9 The Contractor shall give notice and comply with all applicable laws, ordinances and regulations bearing on the safety of persons or property, and their protection from injury, damage or loss. When the use of hazardous equipment is necessary in order to execute the services delineated herein, the Contractor shall use the utmost care and shall have such activities performed under the supervision of a properly qualified individual.

1.10 The Contractor shall be responsible for the proper conduct and supervision of its employees. Contractor shall be responsible for providing training. All training materials and instructions must be reviewed by the Authority. However, Contractor shall maintain all liability for training. Accordingly, the Contractor shall only use qualified employees who have been regularly engaged in the type of work specified in the scope of services. Contractor shall ensure that each officer will annually receive training as required by state law and regulation, and that each guard is mature and of reputable character. Each guard must submit to contractor a certified police background records check, which is to be provided prior to employment. The Contractor shall reserve the right to review and reject those candidates deemed unacceptable. It is also preferable that some guards be bilingual in Chinese, Russian or Spanish. The Authority shall be provided verification that the requirements stated above have been met for each person employed under this contract. Upon written request, Contractor has ten (10) days to furnish such verification to HA.

1.11 All services to be performed by the Contractor shall be done with minimal disturbance to the residents, visitors and other guests of the building and its surrounding vicinity.

1.12 To the greatest extent possible, the Contractor shall assign the same personnel to perform the required services on a continual basis. The Authority must be notified each time personnel changes are made related to the services provided herein.

1.13 Contractor shall provide appropriate supervision. Supervisors shall be responsible for:

1.13.1 Providing supervision and support to on duty officers.

1.13.2 Conduct physical site inspections to include supervisors entering each site no less than once per day.

1.13.3 Supervisors are to check in with property managers, resident custodians, tenant leaders and security officers.

1.13.4 Supervisors are furnish daily written reports detailing sites, date and time of inspections as well as all other pertinent information. Reports shall include Police case numbers, Police and Fire identification numbers and all other vital information necessary to ensure a safe, secure and peaceful environment at the senior buildings, previously listed.

2. TERM OF CONTRACT

2.1 The contract shall commence on October 1, 1997, at 12:00 A.M. and shall terminate on December 31, 1997, at 12:00 a.m., and shall not be extended, terminated or canceled except as hereinafter provided.

2.2 The HA, at its sole discretion, may extend the performance period past December 31, 1997, but in no instance shall the total contract term be more than three (3) months from March 1, 1998 without HUD approval as required.

2.3 The HA may, at its discretion, terminate the Contract as provided for in this document. In the event of any such termination, Contractor shall not be entitled to compensation for any services performed following the effective date of such termination.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation shall be paid to the Contractor in monthly installments upon receipt and approval by the HA of an invoice setting forth the work actually completed. Total payments under this contract shall not exceed three hundred ninety thousand and six hundred eleven dollars, ($390,611.00), except as provided for in written contract amendments.

3.2 Rates charged per hour shall be computed as follows:

Site Supervisor	$13.15 per hour
Unarmed Security Officer	$12.46 per hour
Armed Security Officer	$17.00 per hour

3.3 In no event shall the HA be liable for interest or late charges for any late payments.

4. ASSIGNMENT OF CONTRACT

4.1 The Contractor shall not assign this contract, or any part thereof, without prior express written consent of the HA.

5. TERMS AND CONDITIONS

5.1 Contractor shall comply with the Copeland "Anti-Kickback Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Contractor shall report all suspected or reportable violations to the HA.

5.2 The provisions of the HA's Annual Contributions Contract (ACC), Section 515, Interest of Members, Officers, or Employees of Local Authority, Members of Local Governing Body, or Other Public Officials, and Section 517, Interest of Member of or Delegate to Congress, are incorporated herein, and by reference, made a part of this document.

5.3 The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, handicap, or national origin.

The Contractor will take affirmative action to ensure that qualified applicants are employed, and that during employment, employees are treated without regard to their race, color, religion, age, sex, sexual orientation, handicap, or national origin. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, handicap, or national origin. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial or raw materials.

5.4 The Contractor warrants that it has not employed any person to solicit or secure this contract upon agreement for a commission, percentage, brokerage or contingency fee. Breach of this warranty shall give the HA the right to terminate this contract, or at its discretion, deduct from the Contractor's fee the amount of such commission, percentage, brokerage or contingency fee.

5.5 Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on HA premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents, or assigns, shall be deemed a material breach of contract.

5.6 This contract is subject to and incorporates, by reference herein, the provisions of the Contract Work Hours and Safety Standards Act, Sections 103 and 107 (40 USC 327-330), as supplemented by Department of Labor Regulations (29 CFR, Part 5). Contractor hereby declares that it is in compliance with said provisions.

5.7 This contract is subject to and incorporates, by reference herein, all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor hereby declares that it is in compliance with said requirements and standards.

5.8 Contractor warrants that Contractor and its employees are fully licensed and otherwise qualified as required by federal, state and local law, including but not limited to:

Security Guard Services
California State Bureau of Security & Investigative Services
400 R Street, Suite 2001
Sacramento, CA 95814

6. INDEPENDENT CONTRACTOR

6.1 Contractor hereby declares that it is engaged as an independent business and agrees to perform said services as an independent contractor and not as the agent or employee of the HA. The Contractor has and hereby retains the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting it in the performance of the services in this contract. The Contractor agrees to be solely responsible for all matters relating to payment of employees, including compliance with Social Security withholdings and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this contract.

7. INSURANCE

7.1 The Contractor shall maintain, in full force and effect during the entire contract term, comprehensive general liability (including owned and not-owned automobile liability, and including law enforcement liability) insurance in the minimum limits set forth below and in a solvent company or companies, and under the usual terms employed by casualty companies in California, naming the HA and its respective members, officers, agents, HUD Recovery Team members, and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death, and/or property damage arising in any manner from Contractor's performance of this contract with the HA, or the nature of the services provided, or any operations under or connected with this contract with the HA. The Contractor's indemnity obligations shall survive the expiration or earlier termination of this Contract.

The minimum limits required are as follows:

Worker's Compensation Employer's Liability Insurance, with limits as required by the State of California (currently $1,000,000.00 for each accident);

Law Enforcement Liability Insurance (if not included in the Comprehensive General Liability Insurance policy), $1,000,000.00, each occurrence combined single limit for personal and bodily injury and property damage;

Comprehensive General Liability Insurance, $1,000,000.00, each occurrence combined single limit for bodily injury and property damage; and,

Comprehensive Automobile Liability Insurance, $1,000,000.00, each occurrence combined single limit for bodily injury and property damage.

7.2 The Contractor shall furnish to the HA evidence of all insurance and bonds required by the contract either by policy, or policy endorsement, upon commencement of this contract. Such policy or endorsement shall provide that at least thirty (30) days prior written notice shall be given the HA before such insurance expires, is canceled, or coverage is reduced in any material manner. Evidence of insurance shall be mailed to:

SAN FRANCISCO HOUSING AUTHORITY
440 TURK STREET
SAN FRANCISCO, CA 94102
ATTN: CONTRACT DIVISION, and
ATTN: LEGAL DIVISION

7.3 The HA does not recognize insurance provided under a claims-made policy as acceptable protection, and may reject as nonresponsive and a breach of contract any coverage so provided.

7.4 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

7.5 Approval of the insurance by the HA shall not relieve or decrease the liability of the Contractor hereunder. **THE HA MAY TERMINATE THIS CONTRACT IMMEDIATELY, AND WITHOUT NOTICE TO CONTRACTOR, UPON ANY LAPSE OF REQUIRED INSURANCE COVERAGE.**

8. RECORDS

8.1 Records shall be established and maintained in accordance with requirements prescribed by the Department of Housing and Urban Development (HUD) or the HA with respect to all matters covered by this contract. All records shall be maintained for a period of three years after final payment by the HA has been made for services rendered under this contract, and all other pending matters related hereto have been closed.

8.2 All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing, in proper detail, the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole, or in part, to this contract, shall be readily accessible.

8.3 At such time, and in such form as HUD or the HA may require, there shall be furnished to HUD, or the HA, such statements, records, reports, data, and information as HUD or the HA may request pertaining to matters covered by this contract.

9. AUDITS AND INSPECTIONS

9.1 At any time during normal business hours, and as often as the HA or HUD may deem necessary, there shall be made available, to the HA or HUD for examination, all records with respect to all matters covered by this contract, and the Contractor will permit the HA or HUD to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

10. ADMINISTRATIVE REMEDY FOR CONTRACT INTERPRETATION

10.1 Should any question arise as to the meaning and intent of the contract, the matter shall, prior to any other action or legal remedy, be referred to the Executive Director, or designee, who shall decide the true meaning and intent of the Agreement.

11. CERTIFICATION OF FUNDS

11.1 This contract is subject to the budget and fiscal provisions of the HA.

11.2 Charges will accrue only after prior written authorization, certified by the HA's Procurement Services Department, is obtained by Contractor. No amount of the HA's obligation hereunder shall, at any time, exceed the amount certified for the purpose and period stated in such advanced authorization.

11.3 This contract will terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate, without penalty, at the end of the term for which funds are appropriated, or when the funds allocated are exhausted, whichever occurs first.

11.4 This section prevails against any and all other provisions of this contract.

12. DISALLOWANCE

12.1 In the event the Contractor claims or receives payment, from the HA, for the services, reimbursement for which is later disallowed by the HA, or the State of California, or HUD, the Contractor shall promptly refund the disallowed amount to the HA upon request. At its option, the HA may offset the amount disallowed from any payment due, or to become due, to the Contractor under this contract or any other contract with the HA.

13. BANKRUPTCY

13.1 In the event that either party shall cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or shall avail itself of or become subject to any proceeding under the Federal Bankruptcy Act, or any other statute of any state relating to insolvency or the protection of the rights of creditors, then at the option of the other party, this contract shall terminate and be of no further force and effect, and any property or rights of the other party, tangible or intangible, shall forthwith be returned to it.

14. TERMINATION FOR CAUSE

14.1 It is expressly understood and agreed that in the event the Contractor or the HA fails to perform its obligations under this contract, this contract shall be terminated for cause and, in addition to any other remedy available to either party, all of the Contractor's and HA's rights hereunder shall be ended. Such termination for cause shall be effective immediately upon receipt of written notice. No new work shall be undertaken after receipt of the notice. In the event of written notice of termination from the HA to the Contractor, the Contractor shall be paid for its services under the contract which have been performed to the satisfaction of the HA up to the date of termination. Such termination shall not waive any other legal remedies available to the Contractor or the HA.

14.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the HA for damages sustained by the HA by virtue of any breach of the contract by the Contractor, and the HA may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damage due the HA from the Contractor is determined.

15. TERMINATION FOR CONVENIENCE

15.1 The HA or Contractor may elect to terminate this Agreement at any time on at least thirty (30) working days written notice. From and after the effective date of such termination by the either party, the Contractor shall cease all work on the project.

15.2 Termination of this Agreement shall not relieve either party from any obligations arising before the effective date of termination, including, but not limited to, Contractor's obligation respecting protection of confidential information.

15.3 If the contract is terminated by the HA as provided herein, the HA shall be liable to the Contractor for reasonable and proper costs resulting from such termination, which costs shall be paid to the Contractor within 60 days of receipt by the HA of a properly presented claim in accordance with Section 3 of this Agreement, entitled Compensation and Method of Payment.

15.4 Any dispute with regard to this Section is expressly made subject to the provisions of the Administrative Remedy for Contract Interpretation section of the contract.

16. CONTRACTOR'S DEFAULT

16.1 Failure or refusal of the Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the HA, it may terminate this contract. Such termination shall not waive any other legal remedies available to the HA.

17. LIQUIDATED DAMAGES

17.1 By entering into this Agreement, Contractor agrees that in the event the services, as provided under Section 1 herein, are not performed, or are delayed in implementation beyond the scheduled milestones and time lines established in this Agreement, or are prematurely terminated for cause by the HA, the HA will suffer actual damages that will be impracticable or extremely difficult to determine; further, the Contractor agrees that the sum of five-hundred dollars ($500.00) per day for each day of non-performance or delay beyond scheduled milestones and time lines, or premature termination for cause, is not a penalty, but a reasonable estimate of the loss that the HA would incur based on the non-performance, or delay, or premature termination established in light of the circumstances existing at the time the contract is awarded. The HA may deduct a sum representing the liquidated damages from any money due to the Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by the HA because of failure to deliver services to the HA within the time fixed or such extension of time permitted, in writing, by the HA, or due to failure to comply with the terms, conditions, and other covenants of the contract.

18. INSPECTIONS AND ACCEPTANCE

18.1 Neither the HA's acceptance of, nor its failure to inspect Contractor's work, nor payment thereof, shall relieve Contractor from any of its liabilities under this contract.

19. APPLICABLE LAW

19.1 This contract shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of California. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

20. RESIDENT HIRING

20.1 To the maximum extent possible, the Contractor agrees to actively recruit, hire, and train residents of public housing for position vacancies within its organization. The HA will maintain a list of potential employees residing in public housing, identifying them by name, address, and qualifications. The list shall be made available to the Contractor within ten (10) days, upon receipt of a written request from Contractor for such information.

21. INDEMNITY

21.1 Contractor hereby agrees and undertakes to indemnify, defend, and hold harmless the HA, its officers, agents, and employees against all claims, liability, damages, costs, and expenses, including attorneys' fees, arising out of, or resulting from, the performance of the Contractor's work, whether that work is completed or ongoing when the injury is sustained, or the claim is made, provided that any such claim, liability, damages, costs, fees, or expenses are:

(a) Attributable to the bodily injury, sickness, disease, or death of any person, or to the destruction or damage of any tangible property, including the loss of use resulting therefrom; and

(b) Caused, or claimed to be caused, in whole or in part, by the negligent act or omission of the Contractor or its employees, or anyone for whose acts the Contractor may be liable.

22. INTEREST OF CONTRACTOR

22.1 The Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, in the project as described above, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed by it.

23. PROTECTION OF CONFIDENTIAL INFORMATION

23.1 All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this contract are confidential. The Contractor agrees that it shall

not be made available to any third party at any time during the term of this project or thereafter, or to use it for any purpose other than performing its obligations hereunder, without the prior written approval of the HA.

24. ROYALTIES AND PATENTS

24.1 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights, and shall save the HA harmless from loss on account thereof, except that the HA shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or the product specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information to the HA.

25. WARRANTY OF TITLE

25.1 The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens, or charges, and agrees further that neither it nor any other person, firm, or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

26. VOID PROVISIONS

26.1 In the event that any provisions of this contract are held to be void as a matter of law, the other provisions of this contract will continue to be binding upon the parties as drafted.

27. AMENDMENTS

27.1 The HA may, from time to time, request changes in the scope of services to be performed herein by the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the HA and Contractor, shall be incorporated in written amendments to this contract.

San Francisco Housing Authority

28. TAXES

28.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor, except as may otherwise be required by law.

29. PROJECT MANAGEMENT AND PERSONNEL

29.1 The HA and the Contractor have designated the individuals named below to serve as Contract Monitor and Project Manager, respectively, for purposes of implementation of this Agreement:

For the HA: Troy Dangerfield

For the Contractor: Larry DeLong

Each person designated above shall have authority to direct, on behalf of the party designating such individual, the program which is the subject of this Agreement. Each such Contract Monitor/Project Manager shall be deemed authorized to execute, grant, or provide all approvals, waivers, requests, notices, and other communications required under this Agreement or requested by the other party, except for changes in the compensation and method of payment, and approvals for a reduction in services not authorized by this Agreement; and provided that any amendment of this Agreement must be in writing and signed by the individuals who have executed this Agreement, or their successors. Each party shall direct, in the first instance, all communications respecting performance of this Agreement to the other party as designated above.

29.2 At least once every month during the performance of this Agreement, the HA's Contract Monitor and the Contractor's Project Manager, as well as, appropriate additional personnel involved in the tasks underway, shall meet at a location designated by the HA to discuss the progress of the program.

At each such meeting, the Contractor shall provide the HA with a written status report that shall include any problems encountered or anticipated by the Contractor, including without limitation, any failure by the HA to perform, or any delay or inadequacy of the HA in performing any of its responsibility hereunder, which may prevent or delay the Contractor's performance of its obligations under this Agreement. Contractor shall also provide updated logs, monthly expenditure reports with appropriate supporting documentation, summaries of activities and

San Francisco Housing Authority

accomplishments, briefing papers, affirmative action goals and achievements, or any other information requested by the HA's Contract Monitor in accordance with the reporting requirements and performance standards established in this contract.

30. ENTIRE AGREEMENT

30.1 This Contract represents the full and final understanding between the parties, and supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the performance of the services described above. No modifications to the contract may be made without the consent, in writing, of the parties hereto.

IN WITNESS WHEREOF, and in accordance with the laws of the State of California, the parties hereto have caused this instrument to be executed in two (2) original counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

BURNS INTERNATIONAL SECURITY SERVICES
562 Mission Street, Suite 405
San Francisco, CA 94105

_____
Larry DeLong
Vice President

_____
Date

_____
Federal I.D. Number (EIN)

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO
440 Turk Street
San Francisco, CA 94102

_____
Ronnie Davis
Executive Director

_____
Date

APPROVED AS TO FORM:

_____

_____
Date

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

November 18, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Secretary/Acting Executive Director

SUBJECT: APPROVAL OF CONTRACT FOR A THREE-MONTH PERIOD WITH WESTERN SECURITY BUREAU, INC., FOR ARMED AND/OR UNARMED SECURITY SERVICES AT SENIOR/DISABLED AND CERTAIN FAMILY DWELLINGS IN AN AMOUNT NOT TO EXCEED $29,232.00

The recommendation is to approve a contract for a three-month period with Western Security Services, Inc., to provide Armed and/or Unarmed Security Service at senior/disabled and certain family dwellings in an amount not to exceed $29,232.00. The recommended amount is sufficient to continue the existing level of security service for the period October 1, 1997 through December 31, 1997.

The Housing Authority solicited a Request for Proposal (RFP) for the purpose of providing security services at various Housing Authority developments. The bids were solicited pursuant to HUD rules and regulations. This process was necessary as the prior authorization issued by HUD Secretary Designee, Mr. Kevin Marchman, expired September 30, 1997.

The responses to the RFP produced a wide disparity in bids among the competing agencies. As a result of this variance, the Housing Authority is unable at this time to recommend the award of a contract without further evaluation and clarification among the potential contractors.

In the interim, the need for security services continues to be a requirement at senior/disabled.

In an effort to insure the safety and protection of the residents at the Rosa Parks, I recommend the approval of a contract with Western Security Bureau, Inc. to continue existing services pending completion of the RFP process.

RESOLUTION NO. 4629
DATE ADOPTED 12/11/97

APPROVAL OF CONTRACT FOR A THREE-MONTH PERIOD WITH WESTERN SECURITY BUREAU, INC., FOR ARMED AND/OR UNARMED SECURITY SERVICES ATSENIOR/DISABLED AND CERTAIN FAMILY DWELLINGS IN AN AMOUNT NOT TO EXCEED $29,232.00

WHEREAS, the Health and Safety Code, Section 34314 authorizes the Housing Authority to arrange or contract for the furnishings by any person or agency, public or private, or services, privileges, works, or facilities for, or in connection with a housing project assisted pursuant to Section 34312.12, or occupants,

WHEREAS, the San Francisco Housing Authority solicited from various contractors Request for Proposals for security services at certain family and senior housing developments in RFP #010-97 dated September 10, 1997; and

WHEREAS, the bid tabulation process indicated a wide disparity between the competing security contractors; and

WHEREAS, the cost summaries of most contractors were substantially higher than the amount estimated by the Housing Authority Security Superintendent; and

WHEREAS, due to the aforementioned reasons the Authority is unable to award any security contracts without further evaluation and clarification; and

WHEREAS, the services provided are of a nessary and vital nature to the residents and would present significant operating difficulties for the Authority if the contract for services is not approved as requested herein; and

WHEREAS, the services provided are of a necessary and vital nature to the residents, and would present significant operating difficulties for the Authority of the contract for services is not approved as requested herein; and

WHEREAS, the security contractors agreements have expired at this time and the need for security services continues.

WHEREAS, funds for the services are available from the FY1997-1998 Low Income Operating Program.

NOW THEREFORE:

1. The Acting Executive Director is requesting authorization to establish a three month purchase order for security services from the existing contractor, Western Security Bureau, Inc., in an amount not to exceed $29,232.00 for the period October 1, 1997 through December 31, 1997.

2. This Resolution is effective immediately.

APPROVED AS TO FORM AND LEGALITY:

Joseph M. Hamblin

Joseph Hamblin
Legal Counsel

11-2-97
Date

CONTRACT
BETWEEN THE SAN FRANCISCO HOUSING AUTHORITY AND W.S.B. & ASSOCIATES, INC., FOR SECURITY SERVICES AT ROSA PARKS HOUSING DEVELOPMENT

Contract No._____

THIS CONTRACT is entered into in the City and County of San Francisco, State of California, by and between the Housing Authority of the City and County of San Francisco, hereinafter referred to as the "HA", and W.S.B. & Associates, Inc., a business entity operating in the State of California, hereinafter referred to as the "Contractor".

WITNESSETH THAT:

WHEREAS, the Authority wishes to contract for twenty-four hour security guard services at its Rosa Parks Senior Housing Development located at 1251 Turk Street in San Francisco, California; and

WHEREAS, the Contractor represents itself able to perform the services required hereunder, and the HA finds that said Contractor is so qualified;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

1.1 The Contractor shall provide all equipment, personnel and materials required to properly staff and maintain security guard services for the HA on a twenty-four (24) hour, seven (7) day per week basis, or as otherwise directed by the HA in writing.

1.2 The Contractor shall furnish guards with uniforms, identification badges and hand-held radios, which shall be worn at all times while on duty.

1.3 The Contractor shall notify the HA, directly or through its emergency answering service, of any situations that may cause harm or injury to residents, visitors, staff

or property at the location being services by the Contractor. Such notification shall be made immediately upon discovery by Contractor that such harm or injury is probable or has, in fact, occurred. If the situation is of a criminal nature, the Contractor must also notify the local law enforcement agency immediately upon discovery of the criminal activity.

1.4 The Contractor shall maintain a log book that identifies the guards on duty at all times, the names and addresses of all visitors to the premises, the names and apartment numbers of the residents the visitors are there to see, the arrival date and time of the visitors, as well as, their departure date and time. The log book shall also include a narrative of all activities occurring on the premises that the guards observe or are informed of by the residents or staff and the action taken in response thereto. The log books are to be made available for inspection by the HA at its request and shall remain the property of the HA at all times.

1.5 The Contractor shall maintain a checklist of items to be monitored during routine foot patrols of the premises. The checklist must be performed at least once each shift, except for items 1.5.6 and 1.5.7 which shall be performed in accordance with the provisions of section 1.6. The checklist shall include the following items which may be modified or updated by the HA by written notice to the Contractor:

1.5.1 Check and secure all doors on the main floor.
1.5.2 Check and secure all windows on the main floor.
1.5.3 Check and secure all bathrooms on the main floor.
1.5.4 Check all elevators.
1.5.5 Check parking lot area.
1.5.6 Check and secure stairwells.
1.5.7 Check and secure top floor.
1.5.8 Assist in the enforcement of curfews.
1.5.9 Move all objects that block or impede fire exits.
1.5.10 Check light fixtures for proper lighting and note location of fixtures that require replacement light bulbs or other lighting devices.

1.6 The assigned officer or a roving supervisor shall complete, between the hours of 8:00 P.M. - 3:00 A.M., the following tasks during rounds; check all doors and windows on the main floor, check all bathrooms on the main floor, check all elevators and stair wells, check parking lot areas, check top floor when required and assist with curfew requirements when necessary.

1.7 The Contractor is required to submit detailed reports of all activities and conditions that warrant attention by the HA. Such reports shall include the time

and date the activities and/or conditions occurred, what action the contractor initiated related to the activities and/or conditions, when such action was taken and the results of the action taken. The reports must also identify the guards on duty at the time the activities or conditions occurred and the name of the person completing and submitting the report(s). All reports must be submitted to the HA at the end of each shift during HA normal business hours and by the next business morning if the shift terminates during non-business hours. If the guard is incapacitated or otherwise unable to submit the written report in a timely manner, then it is the responsibility of the guard's supervisor to complete and submit the report to the HA on time.

1.8 The Contractor shall give notice and comply with all applicable laws, ordinances and regulations bearing on the safety of persons or property, and their protection from injury, damage or loss. When the use of hazardous equipment or weapons is necessary in order to execute the services delineated herein, the Contractor shall use the utmost care and shall have such activities performed under the supervision of a properly qualified individual.

1.9 The Contractor shall be responsible for the proper conduct, supervision and training of its employees. Accordingly, the Contractor shall only use qualified employees who have been regularly engaged in the type of work specified in the scope of services. The Contractor shall ensure that each guard receives twenty (20) hours of training related to the care and security of the elderly, that each guard is certified twice annually to practice Cardiopulmonary Resuscitation (CPR), and that each guard is mature and of reputable character. The Contractor shall submit documentation of its training program to the HA's Security Director. Said documentation shall become the property of the HA. The HA shall be provided verification that the requirements stated above have been met, for each person employed under the contract, within ten (10) days after a written request for such verification has been mailed to the Contractor. It is preferable that some guards be bilingual in Chinese, Russian or Spanish.

1.10 All services to be performed by the Contractor shall be done with a minimal disturbance to the residents, visitors and other guests of the building and its surrounding vicinity.

1.11 To the greatest extent possible, the Contractor shall assign the same personnel to perform the required services on a continual basis. The HA must be notified each time personnel changes are made related to the services provided for herein

2. TERM OF CONTRACT

2.1 The contract shall commence on October 01, 1997, and shall terminate on December 31, 1997, and shall not be extended, terminated, or canceled except as hereinafter provided.

2.2 The HA, at its sole discretion, may extend the contract past December 31, 1997. However, in no instance shall the total contract term be more than ninety (90) days, without HUD approval as may be required.

2.3 The HA may, at its discretion, terminate this Contract as provided for in this document. In the event of any termination, Contractor shall not be entitled to compensation for any services performed following the effective date of such termination.

2.4 The Contractor agrees to devote as much time as shall be deemed necessary for carrying out functions and responsibilities set forth above in a professional and diligent manner.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Compensation shall be paid to the Contractor in monthly installations upon receipt and approval by the HA of an invoice setting forth the work actually completed, based on the hourly rates in Exhibit A. Total payments under this contract shall not exceed Twenty-Nine Thousand, Two Hundred Thirty-Two Dollars ($29,232.00), except as provided for in written contract amendments.

3.2 In no event shall the HA be liable for interest or late charges for any late payments.

4. ASSIGNMENT OF CONTRACT

4.1 The Contract shall not assign this contract, or any part thereof, without prior express written consent of the HA.

5. TERMS AND CONDITIONS

5.1 Contractor shall comply with the Copeland "Anti-Kickback Act" (18 USC 874) as supplemented in December of Labor Regulations (29 CFR, Part 3). This act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

public work, to give up any part of the compensation to which he is otherwise entitled. Contractor shall report all suspected or reportable violations to the HA.

5.2 The provisions of the HA's Annual Contributions Contract (ACC), Section 515, Interest of Members, Officers, or Employees of Local Authority, Members of Local Governing Body, or Other Public Officials, and Section 517, Interest of Member of or Delegate to Congress, are incorporated herein, and by reference, made a part of this document.

5.3 The Contractor shall comply with Executive order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, physical disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, religion, age, sex, sexual orientation, physical disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age sex, sexual orientation, physical disability, or national origin. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial or raw materials.

5.4 The Contractor warrants that it has not employed any person to solicit or secure this contract upon agreement for a commission, percentage, brokerage or contingency fee. Breach of this warranty shall give the HA the right to terminate this contract, or at its discretion, deduct from the Contractor's fee the amount of such commission, percentage, brokerage or contingency fee.

5.5 Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on HA premises. Contractor agrees that

any violation of this prohibition by the Contractor, its employees, agents, or assigns, shall be deemed a material breach of contract.

5.6 This contract is subject to and incorporates, by reference herein, all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor hereby declares that it is in compliance with said requirements and standards.

5.7 Contractor warrants that Contractor and its employees are fully licensed and otherwise qualified as required by federal, state and local law, including but not limited to:

Security Guard Services
California State Bureau of Security & Investigative Services
400 R Street, Suite 2001
Sacramento, CA 95814

6. INDEPENDENT CONTRACTOR

6.1 The Contractor hereby declares that it is engaged as an independent business and agrees to perform said services as an independent contractor and not as the agent or employee of the HA. The Contractor has and hereby retains the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting it in the performance of the services in this contract. The Contractor agrees to be solely responsible for all matters relating to payment of employees, including compliance with Social Security withholdings and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this contract.

7. INSURANCE

7.1 The Contractor shall maintain, in full force and effect during the entire contract term, comprehensive general liability (including owned and not-owned automobile liability, and including law enforcement liability) insurance in the minimum limits set forth below and in a solvent company or companies, and under the usual terms employed by casualty companies in California, naming the HA and its respective members, officers, agents, HUD Recovery Team members, and employees as additional insured. Such insurance shall protect such additional insured and indemnify

them against direct or contingent loss or liability for bodily injury, death, and/or property damage arising in any manner from Contractor's performance of this contract with the HA, or the nature of the services provided, or any operations under or connected with this contract with the HA. The Contractor's indemnity obligations shall survive the expiration or earlier termination of this Contract.

The minimum limits required are as follows:

Worker's Compensation Employer's Liability Insurance, with limits as required by the State of California (currently $1,000,000.00 for each accident);

Comprehensive General Liability Insurance, $1,000,000.00, each occurrence combined single limit for personal and bodily injury and property damage;

Law Enforcement Liability Insurance (if not included in the Comprehensive General Liability Insurance policy), $1,000,000.00, each occurrence combined single limit for personal and bodily injury and property damage;

Comprehensive Automobile Liability Insurance, $1,000,000.00, each occurrence combined single limit for personal and bodily injury and property damage; and,

The Housing Authority may require the Contractor to provide additional amounts or forms of insurance following execution of this contract, if the Housing Authority deems it advisable to do so.

7.2 The Contractor shall furnish to the HA evidence of all insurance and bonds required by the contract either by policy, or policy endorsement, upon commencement of this contract. Such policy or endorsement shall provide that at least thirty (30) days prior written notice be given the HA before such insurance expires, is canceled, or coverage is reduced in any material manner. Evidence of insurance, including copies of the policies, shall be mailed to:

SAN FRANCISCO HOUSING AUTHORITY
440 TURK STREET
SAN FRANCISCO, CA 94102
ATTN: CONTRACT DIVISION, and
ATTN: LEGAL DIVISION

7.3 The HA does not recognize insurance provided under a claims-made policy as acceptable protection, and may reject as non-responsive and a breach of contract any coverage so provided.

7.4 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

7.5 Approval of the insurance by the HA shall not relieve or decrease the liability of the Contractor here under. **THE HA MAY TERMINATE THIS CONTRACT IMMEDIATELY, AND WITHOUT NOTICE TO CONTRACTOR, UPON ANY LAPSE OF REQUIRED INSURANCE COVERAGE.**

8. RECORDS

8.1 Records shall be established and maintained in accordance with requirements prescribed by the Department of Housing and Urban Development (HUD) or the HA with respect to all matters covered by this contract. All records shall be maintained for a period of three years after final payment by the HA has been made for services rendered under this contract, and all other pending matters related hereto have been closed.

8.2 All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing, in proper detail, the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole, or in part, to this contract, shall be readily accessible.

8.3 At such time, and in such form as HUD or the HA may require, there shall be furnished to HUD, or the HA, such statements, records, reports, data, and information as HUD or the HA may request pertaining to matters covered by this contract.

9. AUDITS AND INSPECTIONS

9.1 At any time during normal business hours, and as often as the HA or HUD may deem necessary, there shall be made available, to the HA or HUD for examination, all records with respect to all matters covered by this contract, and the Contractor will permit the HA or HUD to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices,

materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

10. ADMINISTRATIVE REMEDY FOR CONTRACT INTERPRETATION

10.1 Should any question arise as to the meaning and intent of the contract, the matter shall, prior to any other action or legal remedy, be referred to the Executive Director, or designee, who shall decide the true meaning and intent of the Agreement.

11. CERTIFICATION OF FUNDS

11.1 This contract is subject to the budget and fiscal provisions of the HA.

11.2 Charges will accrue only after prior written authorization, certified by the HA's Procurement Services Department, is obtained by Contractor. No amount of the HA's obligation hereunder shall, at any time, exceed the amount certified for the purpose and period stated in such advanced authorization.

11.3 This contract will terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate, without penalty, at the end of the term for which funds are appropriated, or when the funds allocated are exhausted, whichever occurs first.

11.4 This section prevails against any and all other provisions of this contract.

12. DISALLOWANCE

12.1 In the event the Contractor claims or receives payment, from the HA, for the services, reimbursement for which is later disallowed by the HA, or the State of California, or HUD, the Contractor shall promptly refund the disallowed amount to the HA upon request. At its option, the HA may offset the amount disallowed from any payment due, or to become due, to the Contractor under this contract or any other contract with the HA.

13. BANKRUPTCY

13.1 In the event that either party shall cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or shall

avail itself of or become subject to any proceeding under the Federal Bankruptcy Act, or any other statute of any state relating to insolvency or the protection of the rights of creditors, then at the option of the other party, this contract shall terminate and be of no further force and effect, and any property or rights of the other party, tangible or intangible, shall forthwith be returned to it.

14. TERMINATION FOR CAUSE

14.1 It is expressly understood and agreed that in the event the Contractor or the HA fails to perform its obligations under this contract, this contract shall be terminated for cause and, in addition to any other remedy available to either party, all of the Contractor's and HA's rights hereunder shall be ended. Such termination for cause shall be effective immediately upon receipt of written notice. No new work shall be undertaken after receipt of the notice. In the event of written notice of termination from the HA to the Contractor, the Contractor shall be paid for its services under the contract which have been performed to the satisfaction of the HA up to the date of termination. Such termination shall not waive any other legal remedies available to the Contractor or the HA.

14.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the HA for damages sustained by the HA by virtue of any breach of the contract by the Contractor, and the HA may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damage due the HA from the Contractor is determined.

15. TERMINATION FOR CONVENIENCE

15.1 The HA may elect to terminate this Agreement at any time on at least ten (10) working days written notice to the Contractor. From and after the effective date of such termination by the HA, the Contractor shall cease all work on the project.

15.2 Termination of this Agreement shall not relieve either party from any obligations arising before the effective date of termination, including, but not limited to, Contractor's obligation respecting protection of confidential information.

15.3 If the contract is terminated by the HA as provided herein, the HA shall be liable to the Contractor for reasonable and proper costs resulting from such termination, which costs shall be paid to the Contractor within 60 days of receipt by the HA of a properly presented claim in accordance with Section 3 of this Agreement, entitled Compensation and Method of Payment.

15.4 Any dispute with regard to this Section are expressly made subject to the provisions of the Administrative Remedy for Contract Interpretation section of the contract.

16. CONTRACTOR'S DEFAULT

16.1 Failure or refusal of the Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the HA, it may terminate this contract. Such termination shall not waive any other legal remedies available to the HA.

17. LIQUIDATED DAMAGES

17.1 By entering into this Agreement, Contractor agrees that in the event the services, as provided under Section 1 herein, are not performed, or are delayed in implementation beyond the scheduled milestones and time lines established in this Agreement, or are prematurely terminated for cause by the HA, the HA will suffer actual damages that will be impracticable or extremely difficult to determine; further, the Contractor agrees that the sum of two hundred fifty dollars ($250.00) per day for each day of non-performance or delay beyond scheduled milestones and time lines, or premature termination for cause, is not a penalty, but a reasonable estimate of the loss that the HA would incur based on the non-performance, or delay, or premature termination established in light of the circumstances existing at the time the contract is awarded. The HA may deduct a sum representing the liquidated damages from any money due to the Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by the HA because of failure to deliver services to the HA within the time fixed or such extension of time permitted, in writing, by the HA, or due to failure to comply with the terms, conditions, and other covenants of the contract.

18. INSPECTIONS AND ACCEPTANCE

18.1 Neither the HA's acceptance of, nor its failure to inspect Contractor's work, nor payment thereof, shall relieve Contractor from any of its liabilities under this contract.

19. APPLICABLE LAW

19.1 This contract shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of California. The Contractor shall comply

with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

20. RESIDENT HIRING

20.1 To the maximum extent possible, the Contractor agrees to actively recruit, hire, and train residents of public housing for position vacancies within its organization. The HA will maintain a list of potential employees residing in public housing, identifying them by name, address, and qualifications. The list shall be made available to the Contractor within ten (10) days, upon receipt of a written request from Contractor for such information.

20.2 The Contractor is required to provide documentation to the HA supporting its effort to hire residents of public housing. Said documentation shall include, but not be limited to, a listing of public housing residents interviewed, hired, and terminated by name, address, and date.

21. INDEMNITY

21.1 Contractor agrees to indemnify, defend and save harmless the HA, its officers, agents, and employees from any and all claims and losses accruing or resulting to any or all contractors, laborers, subcontractors, materialmen, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any firm or corporation that may be damaged by the Contractor in the performance of this contract.

22. INTEREST OF CONTRACTOR

22.1 The Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, in the project as described above, or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed by it.

23. PROTECTION OF CONFIDENTIAL INFORMATION

23.1 All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this contract are confidential. The Contractor agrees that it shall

not be made available to any third party at any time during the term of this project or thereafter, or to use it for any purpose other than performing its obligations hereunder, without the prior written approval of the HA.

24. ROYALTIES AND PATENTS

24.1 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights, and shall save the HA harmless from loss on account thereof, except that the HA shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or the product specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information to the HA.

25. WARRANTY OF TITLE

25.1 The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens, or charges, and agrees further that neither it nor any other person, firm, or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

26. VOID PROVISIONS

26.1 In the event that any provisions of this contract are held to be void as a matter of law, the other provisions of this contract will continue to be binding upon the parties as drafted.

27. AMENDMENTS

27.1 The HA may, from time to time, request changes in the scope of services to be performed herein by the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the HA and Contractor, shall be incorporated in written amendments to this contract.

28. TAXES

28.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor.

29. ENTIRE AGREEMENT

29.1 This Contract represents the full and final understanding between the parties, and supersedes any and all previous understandings, commitments, or agreements, oral or written, pertaining to the performance of the services described above. No modifications to the contract may be made without the consent, in writing, of the parties hereto.

IN WITNESS WHEREOF, and in accordance with the laws of the State of California, the parties hereto have caused this instrument to be executed in two (2) original counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

W.S.B. & ASSOCIATES
1390 Market Street, Suite 1006
San Francisco, CA 94102

_____
Bobby Sisk
President

_____
Date

_____
Federal I.D. Number (EIN)

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF SAN FRANCISCO
440 Turk Street
San Francisco, CA 94102

_____
Ronnie Davis
Acting Executive Director

_____
Date

APPROVED AS TO FORM:

_____

_____
Date

PURCHASE REQUISITION

Req. Date	Requested Delivery Date	Terms	Requisition#	Requested Vendor	Buyer
10/30/97			012470	BURNS	

Ship to: SAN FRANCISCO HOUSING AUTHORITY
S.F.H.A.- MAIN OFFICE
440 TURK STREET
SAN FRANCISCO, CA 94102

F.O.B.
DESTINATION
Special Instructions

Requestor Name
TROY DANGERFIELD

Vendor: BURNS INTERNATIONAL SECURITY SERVICES
562 MISSION STREET, SUITE 303
SAN FRANCISCO, CA 94105

Requested by: D. Dangerfield 11/7/97 Department Head: D. Dangerfield

Budget: Exec. Dir.:

Ln #	Qty Ordered	U/M	Stock#	Vendor Loc Stock Number	Unit Price	Trade Discount	Sales Tax	Freight	Price Extension
1	1	LOT			390,611.0000				390,611.00
				SECURITY GUARD SERVICES AT SENIOR SITES FOR THE PERIOD 10/1/97 TO 12/31/97					

TOTALS 390,611.00

Account Distribution:

Ln#	GL Account	Amount
1	100 448000 000000 301 000	390,611.00

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

December 2, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION
Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Secretary/Acting Executive Director

SUBJECT: AUTHORIZING THE ACTING EXECUTIVE DIRECTOR TO ENTER INTO A ONE-YEAR INTER-GOVERNMENT AGREEMENT WITH THE SAN FRANCISCO POLICE DEPARTMENT FOR SUPPLEMENTAL POLICE SERVICES AT SAN FRANCISCO HOUSING AUTHORITY LOCATIONS, IN AN AMOUNT NOT TO EXCEED $750,000

I respectfully request authorization to enter into a one-year Memorandum Of Understanding (MOU) agreement between the San Francisco Housing Authority and the San Francisco Police Department for supplemental police Services.

The funding level during this period shall not exceed $750,000.00. This funding will be used for:

1. Supplemental police services
2. Crime prevention
3. Youths at risk

Funding for this new one-year agreement is subject to the availability of 1996 Drug Elimination Program (DEP) and approval of 1997 Comprehensive Grant Program (CGP) funds.

The level of funding for each of the above activities shall be determined and agreed upon by both agencies. The principles of this agreement are substantially the same as in the prior one-year MOU agreement with exception to the necessary changes to the dates, funding levels, and signatures.

I recommended adoption of this resolution approving the MOU between the San Francisco Housing Authority and the San Francisco Police Department.

Troy Dangerfield
Chief of Security

RESOLUTION NO. 4630
DATE ADOPTED: 12/11/97

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A ONE-YEAR INTER-GOVERNMENTAL AGREEMENT WITH THE SAN FRANCISCO POLICE DEPARTMENT FOR SUPPLEMENTAL POLICE SERVICES AT SAN FRANCISCO HOUSING AUTHORITY LOCATIONS, IN AN AMOUNT NOT TO EXCEED $750,000

WHEREAS, the San Francisco Police Department (SFPD) currently provides baseline police services to all residents of San Francisco; and

WHEREAS, the San Francisco Housing Authority (the Authority) desires to improve the safety and protection provided to all residents of public housing; and

WHEREAS, the Authority and the SFPD together wish to work further toward a drug-free and crime-free environment at all Authority developments; and

WHEREAS, effective August 21, 1996, the Authority and the SFPD entered into a one-year intergovernmental sole-source agreement to provide supplemental police services in addition to the baseline police services, to improve resident safety and to further foster drug-free and crime-free environment (copy of said agreement attached as Exhibit A); and

WHEREAS, this one year inter-government agreement detailed the additional supplemental SFPD services provided to the authority and to public housing residents; and

WHEREAS, the Housing Authority now re-affirms its sole source justification for said 1996 Agreement and wishes to enter into another such one-year inter-governmental agreement with SFPD for supplemental police services; and

Funding for this new one-year agreement is subject to the availability of 1996 Drug Elimination Program (DEP) and approval of 1997 Comprehensive Grant Program (CGP) funds.

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to enter into a new one year inter-governmental agreement between the San Francisco Housing Authority and the San Francisco Police Department for supplemental police services which is substantially similar to Exhibit A (attached), in an amount not-to-exceed $750,000.00, subject to any necessary HUD approvals.

2. The resolution shall be effective immediately.

APPROVED AS TO FORM AND LEAGALITY:

Joseph M. Hamblin
Mr. Joseph Hamblin, esq.
Legal Counsel

11-2-97
Date

SAN FRANCISCO HOUSING AUTHORITY
INTERGOVERNMENTAL AGREEMENT FOR SUPPLEMENTAL POLICE SERVICES

This Contract, made and entered into this 1st day of October 1997, by and between the City and County of San Francisco Housing Authority, (hereinafter called the "Authority") and the San Francisco Police Department (hereinafter called the "Department") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS the Authority desires to contract with the Department for supplemental police services to create a drug and crime free environment and to provide for the safety and protection of the residents in public housing developments; and

WHEREAS, the Department desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the Department agree as follows:

ARTICLE I
Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE DEPARTMENT

A. The Department agrees that the supplemental services rendered by the officers assigned under this Contract ("assigned officers") are in addition to currently provided baseline police services. The Department agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations, because of the services pursuant to the agreement.

Baseline police services provided to Authority residents under the current administration of the Department include:

1. Patrol officer coverage 24 hours per day in all districts that include public housing developments.

2. One liaison officer assigned from each police station to public housing.

3. Narcotic and other illegal drug enforcement.

4. Criminal investigations of all crimes in public housing that meet Department investigative criteria.

5. Response to 911 calls.

6. Response to public housing calls pursuant to Department criteria.

7. Crime and workload statistical reports to civic groups.

8. Collection of found property and evidence.

9. Enforcement of traffic/parking ordinances in conjunction with the Department of Parking and Traffic.

10. Service of warrants.

11. Assisting/counseling youth in crisis as staffing permits.

12. Enforcing and complying with all City and State laws relative to youth crimes as staffing permits.

13. Investigating missing persons in accordance with Department policy.

B. The Police Department shall provide the following services under this Contract:

1. The Department will provide twelve (12) assigned officers full time to perform supplemental police patrols within and in the vicinity of Authority developments. Officers shall remain subject to the Department's chain of command and rules, regulations and standard operating procedures.

2. The Department will assign these police officers to targeted areas during specific periods of time identified by the Authority and agreed upon by the Department as high crime or high workload periods, such as 4:00 p.m. to 2:00 a.m.

3. The Department will employ a community policing concept. Project SAFE, a Department contractor, will assist in developing or enhancing crime prevention programs in the public housing communities.

4. The Department will collect and provide workload data on services performed by the assigned officers in public housing developments in a form to be agreed upon by the Authority and the Department.

5. To the extent necessary, officers will appear as witnesses in the Authority's administrative grievance procedure, civil dispossessory hearings, or other Authority-initiated proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments. The Authority shall subpoena officers for these proceedings and shall attempt to schedule appearances during the officer's working hours. If overtime is required, the Authority shall reimburse the Department.

6. The Commander of Special Operations or the Lieutenant who serves as the Administrative Liaison with the Authority will meet at least monthly with resident leadership and management representatives of the Authority to review performance under this Contract.

7. Police officer conduct is regulated by Department General Orders. All officers are provided with a copy of the orders and are responsible for adherence to them.

8. The Department will provide the assigned officers with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Contract.

9. The Department will provide criminal background checks of proposed applicants for public housing in conformity with Penal Code Section 1105.03. The Authority shall request these records through the Police Department's Record Room.

10. The Department shall designate a lieutenant as the Administrative Liaison Officer with the Authority, who will work with the Executive Director of the Authority or that official's designate.

The Administrative Liaison Officer or his or her designee will perform the following duties:

a. Supervise the assigned officers, coordinate the services provided under this Contract, and provide police reports and other information to the Authority.

b. Establish and maintain an ongoing communication with District Station captains and other Department personnel; and when necessary with State and Federal law enforcement agencies.

c. Prepare monthly progress reports for review by the Department and the Authority.

d. Coordinate with the Authority's designated liaison for this Contract.

e. Attend regular meetings with Authority management staff.

11. If the Authority requests that the Liaison Officer work overtime, the Authority shall reimburse the Department for the cost of overtime.

12. The Department will supervise the assigned officers at no additional cost to the Authority. The Department shall be responsible to the officers for the officers' compensation and employee benefits, for which the Department will be reimbursed by the Authority. The Department shall be responsible for the acts or omissions of its officers performed within the scope of the officers' duties under this Contract. The Authority shall be responsible for the acts and omission of its employees, agents or any persons under its supervision or control in connection with the performance of this Contract. This contract shall not create additional legal obligations or duties towards members of the public or Authority residents by the Department or its officers, nor does this contract affect or limit the privileges and immunities available to the Department or its officers under State or Federal law.

13. The assigned officers shall possess and maintain POST certification.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

A. The Authority will provide training of residents, of Authority on-site management staff and of the assigned officers, through workshops on community policing and crime prevention issues associated with public housing. This shall include, but not be limited to, training in the following:

1 Crime prevention and security responsibilities;

2. Community organization/mobilization against the causes of and precursors to crime;

3. Drug awareness and control;

4. Orientation and familiarization with the public housing communities for the assigned officers;

5. Orientation to the lease contract, and lease compliance enforcement procedures and policies; and,

6. Public housing authority activity forms.

B. The Authority will provide the following in-kind accommodations, services and equipment:

1. Accommodations - The Authority will provide suitable space to the used as a satellite office at each site targeted for additional police services;

2. Services - Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Authority.

3. Equipment - Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.

4. Modification/Damage - The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the Department's operational needs. Any damage caused by the

assigned officers to the unit or equipment provided by the Housing Authority for Department employees, which the Authority and the Department mutually determine to be above the normal wear for the item or accommodation, shall be repaired or replaced by the Department, at the discretion of the Authority.

C. The Authority shall reserve the right to reasonably request the Department to replace any assigned officer for the following conduct by the officer:

1. Neglect or non-performance of duties;

2. Disorderly conduct, use of abusive or offensive language, or fighting;

3. Criminal action;

4. Selling, consuming, possessing or being under the influence of intoxicants, inluding alcohol or illegal substances, while on assignment to the Authority;

5. Inadequate punctuality or attendance; or

6. Substantiated complaints from public housing residents or management.

The Authority shall provide a written enumeration of the reasons for the request for replacement of the assigned officer, including documentation and witnesses to the alleged behaviors. Based on the documentation submitted by the Authority, the Department will determine whether an officer should be reassigned.

D. The Authority will provide the Department with Public housing Activity Form(s) for assigned officers to complete. These forms are not to replace police incident reports utilized by the Department. The forms are subject to the approval of the Department.

E. The Authority will provide the Department with the applicable Authority rules and regulations governing Authority residents.

F. The Authority will work with the Department to subsidize housing or rent costs for police officers who volunteer to reside in a public housing development selected by the Authority.

ARTICLE II
Enforcement of Rules and Regulations

A. The Department, through its police officers, is hereby empowered to enforce the following:

1. Trespassers on Authority property shall be removed.

2. Non-residents creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.

3. Any person destroying, defacing or removing Authority property shall be subject to criminal enforcement actions.

B. The Department, through its police officers, or in conjunction with the Department of Parking and Traffic, is hereby empowered to enforce the following Authority rule or regulation:

> The resident and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from, parking vehicles in any area other than parking areas designated by Authority management.

With regard to the foregoing rule or regulation, the Department's police officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established Department procedure for removing vehicles.

C. The Department, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any written addenda agreed to by the parties.

D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE III
Communication, Reporting and Evaluation

A. Communications

1. Access to Information

The Authority will have unrestricted access to all public information concerning criminal activity in any of the Authority's communities. The Department will provide to the Authority within 72 hours, copies of incident reports concerning criminal activity in the public housing developments.

B. Reporting

1. Daily Reports - The Department will require all assigned officers to complete, at the conclusion of each shift, a daily activity form provided by the Authority and approved by the Department.

2. Quarterly Reports - The data from the daily forms shall be compiled into a quarterly report by the Department for submission to the Authority.

3. Media Coordination - The Department will relay to the Executive Director or a designee information related to any major crime or incident that occurs on Authority property as set forth in the Plan of Operations. When possible the Department will attempt to notify the Executive Director before the media is informed. Major crimes/incidents include violent deaths, armed robberies with injuries, serious aggravated assaults, abducted children, disasters and large scale drug raids.

C. Service level objectives. The following objectives shall be pursued by the Department under this Contract:

1. Reduce "High Fear Crimes";
2. Reduce fear of crime;
3. Reduce vandalism;
4. Increase police visibility;
5. Reduce drug activity;
6. Reduce illegal entry to buildings;
7. Increase police crime prevention outreach;

8. Increase walking police patrols;
9. Increase police visibility inside buildings;
10. Decrease level of graffiti;
11. Increase police interaction with residents; and
12. Address quality of life issues, e.g. loud parties, drinking in public, abandoned vehicles, and disturbing the peace.

ARTICLE IV
Term of Contract

The term of this Contract shall be for 12 months beginning on date of final execution of this Contract.

ARTICLE V
Compensation to the Department

A. All compensation to the Department will be made on a cost reimbursement basis. The Authority will reimburse the Department for services provided by the assigned officers described in Article 1, Section One (B)(1) in a total amount not to exceed Seven Hundred Fifty Thousand Dollars ($750,000).

(Funding for this new one year agreement is subject to the availability of 1996 Drug Elimination Program (DEP) and approval of 1997 Comprehensive Grant Program (CGP) funds).

B. The Department shall bill the Authority on a monthly basis $62,500. The Authority shall pay all bills within 30 days of the date of submission.

C. The Department shall provide the following documentation in requesting reimbursement:

1. Copies of Payroll Time Reports certified by the Department documenting names, employee identification, hours worked in public housing developments, supervisory approval of the report, and supervisory verification of the necessity for any overtime worked.

2. Other miscellaneous expenses shall be subject to pre-approval. All requests for reimbursement shall be accompanied by a brief explanation of the expense incurred.

D. All requests for reimbursement are subject to the approval of the Executive Director or that official's designee.

E. Payments to the Department by the Authority made pursuant to this Contract shall supplement the Department's annual budget from the City. The amount paid annually by the City for the operations of the Department shall not be reduced on account of this Contract.

ARTICLE VI
Termination

A. Either party may terminate this Contract without cause upon the provision of thirty (30) days written notice to the other. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Section C.

B. The Department shall be paid for all services provided prior to termination of this Contract.

C. Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority: Executive Director
San Francisco Housing Authority
440 Turk Street
San Francisco, CA 94102

Department: Commander Special Operations
San Francisco Police Department
Thomas J. Cahill Hall of Justice
850 Bryant Street
San Francisco, CA 94103

ARTICLE VII
Construction of Laws

This Contract is made and entered into in the City and County of San Francisco. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at the San Francisco, Calfornia as of the date written in the first paragraph herein.

SAN FRANCISCO POLICE DEPARTMENT
850 Bryant Street
San Francisco, CA 94103

_____

Fred H. Lau
Chief of Police
SAN FRANCISCO HOUSING AUTHORITY
440 Turk Stsreet
San Francisco, CA 94102

for Joseph M. Flamboli 12-3-97

Ronnie Davis
Executive Director
San Francisco Housing Authority

SAN FRANCISCO CITY ATTORNEY
1390 Market Street
San Francisco, CA 94102

_____

Approved as to form
Margaret W. Baumgartner
Deputy City Attorney

SAN FRANCISCO HOUSING AUTHORITY

1815 EGBERT AVENUE • SAN FRANCISCO, CALIFORNIA 94124 • (415) 715-3100

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Secretary/Acting Executive Director

DATE: November 24, 1997

SUBJECT: **RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH WESTERN ROOFING SERVICE FOR ROOFING AND WATERPROOFING WORK AT CAL 1-10, POTRERO ANNEX (19 BUILDINGS-NOS. A1, A2, B4, B5, C-7, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15, D-2, D-18, D-19, D-20, D-22, D-23) IN THE AMOUNT OF $377,145.00.**

The attached resolution establishes the lowest responsive and responsible bidder for Roofing and Waterproofing Work at CAL 1-10, Potrero Annex. Three (3) bids were received from Contractors for Roofing and Waterproofing Work. The bid is listed as follows:

	Bidders	Bid Amount
1.	Western Roofing Service	$377,145.00
2.	Pioneer Roofing Service	$521,420.00
3.	Angotti & Reilly	$889,000.00

Scope of Work for Roofing and Waterproofing is based on, but not limited to the following work:

Roofing Work: removal and replacement of 2 layers of built-up roofing, substrate decay and repair, installation of new gutters and downspouts, and repairs at pipe and flue penetrations. Also included is the removal and replacement of the roof fascia and trim per lead-based paint abatement procedures.

Canopy roofing work: removal and replacement of two layers of built-up roofing, substrate decay repair, installation of new tapered insulation, installation of reglet and counterflashing, and repair of cement plaster exterior wall. Also included is the removal and replacement of the canopy roof fascia and trim per lead-based paint abatement procedures.

Miscellaneous work: repair and extension of the existing storm sewer lines from the building to the below grade inlets.

The Contractor is a Section 3 Business and is also required to comply with the requirement for 25% resident hiring.

The Department of Housing and Urban Development has funded the Authority under the 1994 Comprehensive Grant Program (CGP) for Roofing and Waterproofing Work. The lowest bid reviewed by Staff, was found to be in order and within the funding available in the Authority's 1994 CGP budget for this work. Because the Roofing and Waterproofing Work is needed to correct the existing rain leaks and provide for long term watertightness of the buildings, I recommend adoption of the Resolution.

(Prepared by: David Leash and Barbara Smith)

RESOLUTION NO. 4631
DATE ADOPTED. 12/11/97

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH WESTERN ROOFING SERVICE FOR ROOFING AND WATERPROOFING WORK AT CAL 1-10, POTRERO ANNEX (19 BUILDINGS-NOS. A1, A2, B4, B5, C-7, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15, D-2, D-18, D-19, D-20, D-22, D-23) IN THE AMOUNT OF $377,145.00.

WHEREAS, the San Francisco Housing Authority received three (3) bids from outside Contractors for Roofing and Waterproofing Work at CAL 1-10, Potrero Annex as follows:

	Bidders	Bid Amount
1.	Western Roofing Service	$377,145.00
2.	Pioneer Roofing Service	$521,420.00
3.	Angotti & Reilly	$889,000.00

WHEREAS, Western Roofing Service has proposed a bid of $377,145.00 to provide Roofing and Waterproofing work at CAL 1-10, Potrero Annex

WHEREAS, the Department of Housing and Urban Development has funded the Authority under the 1992 Comprehensive Grant Program (CGP) to provide Roofing and Waterproofing Work at CAL 1-10, Potrero Annex

WHEREAS, the Authority has evaluated the low bid and determined that Western Roofing Service is the lowest, responsive and responsible bidder; and

WHEREAS, all additional relevant documents submitted by low bidder have been reviewed and found to be in order; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Acting Executive Director is authorized to execute a Contract with Western Roofing Service to provide Roofing and Waterproofing Work at CAL 1-10, Potrero Annex for an amount not to exceed $377,145.00.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM:

By: Joseph M. Hamblin

Joseph M. Hamblin
Acting General Counsel

Date: 11-24-97

CONSTRUCTION CONTRACT
for the
ROOFING AND WATERPROOFING REPAIRS
CAL 1-10, POTRERO ANNEX

CONTRACT NO.: 98006

This Agreement is made and entered into this Second day of December, in the year Nineteen Hundred and Ninety-Seven and between **ROOFING CONSTRUCTORS, INC d.b.a. WESTERN ROOFING SERVICE**, a Corporation, organized and existing under the Laws of the State of California, hereinafter called the **"CONTRACTOR"** and the **HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO**, a public body, hereinafter called the **"LOCAL AUTHORITY."**

WITNESSETH, that the Contractor and the Local Authority for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services required to fabricate and install construction work described as the **ROOFING AND WATERPROOFING REPAIRS** at **CAL 1-10, POTRERO ANNEX**, a development located in San Francisco, California, in strict accordance with the Specifications, Addendum Number One and Drawings dated July 29, 1997; as prepared by the Housing Authority of the City and County of San Francisco, California and Rosenberg McGinnis, AIA, Inc.; San Francisco, California; Architects; which said Specifications, Addendum and Drawings are incorporated herein by reference and made a part hereof.

ARTICLE 2. .The Contract Price. The Local Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided for in the Specifications, the sum of **THREE HUNDRED SEVENTY-SEVEN THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS AND NO CENTS ($377,145.00)**.

ARTICLE 3. Contract Documents. The Contract shall consist of the following component parts:

a. This Instrument
b. Addendum
c. Supplementary General Conditions
d. General Conditions
e. Special Conditions
f. Affirmative Action Requirements
g. Technical Specifications
h. Drawings

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provisions in any

component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year above written.

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO
440 Turk Street
San Francisco, CA 94102
Telephone No.: (415) 554-1312

By:_____

Title: Executive Director

Date: _____

ROOFING CONSTRUCTORS, INC. d.b.a. WESTERN ROOFING SERVICE
2594 Oakdale Avenue
San Francisco, CA 94124
Telephone No.: (415) 648-6472

By_____

Title: _____

Date: _____

Approved as to form:

By:_____

Title: Deputy City Attorney

Date:_____

CERTIFICATION

I, _____ certify that I am the

_____ of the company named as Contractor herein; that

_____ who signed this Contract on behalf of the

Contractor was then _____ of said company; that he/she duly signed for said Contract and, for said company by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

_____

(PLEASE PRINT OR TYPE THE NAMES UNDERNEATH ALL SIGNATURES)

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

November 26, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega,Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION RATIFYING BINDING OF THE SAN FRANCISCO HOUSING AUTHORITY'S GENERAL LIABILITY INSURANCE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE ORDER FOR PAYMENT TO THE HOUSING AUTHORITY RISK RETENTION GROUP INSURANCE COMPANY IN A TOTAL AMOUNT NOT TO EXCEED $2,018,657.69

Section 305, Part Two of the Annual Contributions Contract dated August 27, 1964, as amended, between the Housing Authority of the City and County of San Francisco ("the Authority") and the U.S. Department of Housing and Urban Development ("HUD") requires the Authority to insure its interest against risks associated with its particular type of operation. By Resolution No. 3006, SFHA has been a charter member of the Housing Authority Risk Retention Group ("HARRG") of Cheshire, Connecticut, since May 28, 1987.

Historically, the Authority had an annual premium renewal date of May 1. In March of this year, the Authority determined that it would be more efficient to change its renewal date with Housing Authority Risk Retention Group ("HARRG") from May 1 to October 1 of each year. The October 1 date was chosen in order to coincide with the SFHA's fiscal year end and to better assist our Finance Department with its fiscal management. In order to ensure that the Agencies interests were protected, the 1996-97 coverage period was extended until October 1, 1997.

As a result, an additional premium amount of $606,616.75 is now due and owing. HARRG, through inadvertence, failed to invoice the SFHA the pro-rated premium amount until discovering said mistake during the renewal of this annual coverage period. Because of this oversight, HARRG is willing to set up an installment plan for the additional premium amount.

The SFHA's annual premium, which is now billed by October 1 of each renewal date, is now due and owing. The amount for the policy for this year is $1,4142,040.94. This renewal amount is based upon the number of reported losses and their severity. Prior to this renewal period, the Authority was hit with two severe losses which totaled approximately $1.4 million. However, there is only a $100,000.00 increase in the annual premium amount.

The attached Resolution is submitted for your review and adoption ratifying the binding of the SFHA's general liability insurance coverage for the 1997-98 policy period and authorizing the execution of a purchase order to pay for said coverage and the additional premium amount for a total amount of $2,018,657.69 which is now due and owing to HARRG

I urge your adoption of this resolution.

(prepared by Victoria R. Adams for Joseph Hamblin, Legal Department)

RESOLUTION NO.: 4632
DATE ADOPTED: 12/11/97

RESOLUTION RATIFYING BINDING OF THE SAN FRANCISCO HOUSING AUTHORITY'S GENERAL LIABILITY INSURANCE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE ORDER FOR PAYMENT TO THE HOUSING AUTHORITY RISK RETENTION GROUP INSURANCE COMPANY IN A TOTAL AMOUNT NOT TO EXCEED $2,018,657.69

WHEREAS, Section 305, Part Two of the Annual Contributions Contract dated August 27, 1964, as amended, between the Housing Authority of the City and County of San Francisco ("the Authority") and the U.S. Department of Housing and Urban Development ("HUD") requires the Authority to insure its interest against risks associated with its particular type of operation; and

WHEREAS, Congress enacted a law entitled Risk Retention Amendments of 1986 ("the Act"), codified at 15 U.S.C., sections 3901-3906, authorizing the formation of risk retention groups by governmental entities such as Public Housing Authorities ("PHAs") to cover liabilities associated with said risk; and

WHEREAS, the HUD Appropriations Act for Fiscal Year 1992 recognized "the Act" by permitting PHAs to secure insurance for non-profit insurance entities that are controlled and owned by PHAs without regard to competitive solicitation procedures; and

WHEREAS, the Housing Authority Risk Retention Group ("HARRG") is a nationwide insurance provider meeting the requirements of the HUD Appropriations Act; and

WHEREAS, the Authority by Resolution No. 3006, dated May 28, 1987, accepted membership into HARRG for the provision of general liability insurance; and

WHEREAS, the Authority renewed its policy with HARRG for the 1997-98 policy period commencing October 1, 1997 through October 1, 1998 for a premium amount of $1,412,040.94; and

WHEREAS, the Authority's original renewal date was May 1, 1997, however, coverage was extended through October 1, 1997 in order to coincide with the close of the Agency's fiscal year at a pro-rated amount of $606,616.75; and

WHEREAS, payment for both the prorated premium and the 1997-98 policy premium totalling $2,018,657.69 was due and owing as of December 5, 1997; and

WHEREAS, funding for said insurance services described herein is available as part of the Authority's 1996-97 and the 1997-98 Low Income Operating Budget;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Binding of the Authority's general liability insurance with the Housing Authority Risk Retention Group is hereby ratified and the Executive Director is hereby authorized to execute a purchase order for payment of said coverage in a total amount not to exceed $2,018,657.69.

2. This resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Joseph M Hamblin

JOSEPH M. HAMBLIN
Acting General Counsel

12-1-97
Date

(prepared by Victoria R. Adams for Joseph Hamblin, Legal Department)

PURCHASE REQUISITION

Req. Date	Requested Delivery Date	Quotation Number	Terms	Requisition#	Requested Vendor	Buyer
12/03/97	12/30/97			012852	HOUSING AUTHORITY RISK RE	

Ship to: SAN FRANCISCO HOUSING AUTHORITY
S.F.H.A. - MAIN OFFICE
440 TURK STREET
SAN FRANCISCO, CA 94102

F.O.B.

Special Instructions
RETURN TO LEGAL

Requestor Name
V.ADAMS/2988

Vendor: HOUSING AUTHORITY RISK RETENTION GROUP
P O BOX 189
CHESIRE, CT 06410-0189

Requested by: Department Head:

Budget: Exec. Dir.:

Ln #	Qty Ordered	U/M	Stock#	Loc	Vendor Stock Number	Unit Price	Trade Discount	Sales Tax	Freight	Price Extension
1	1	EA			PAYMENT	1,412,040.9400				1,412,040.94
					FOR SFHA'S GENERAL LIABILITY INSURANCE COVERAGE FOR THE 1997-98 POLICY YEAR					
					TOTALS					1,412,040.94

Account Distribution:

Ln#	GL Account	Amount
1	100 451001 000000 750 000	1,412,040.94

PURCHASE REQUISITION

Req. Date	Requested Delivery Date	Quotation Number	Terms	Requisition#	Requested Vendor	Buyer
12/03/97	12/30/97			012854	HOUSING AUTHORITY RISK RE	

Ship to: SAN FRANCISCO HOUSING AUTHORITY
S.F.H.A.- MAIN OFFICE
440 TURK STREET
SAN FRANCISCO, CA 94102

F.O.B.

Special Instructions

Requestor Name: V.ADAMS/2988

Vendor: HOUSING AUTHORITY RISK RETENTION GROUP
P O BOX 189
CHESIRE, CT 06410-0189

Requested by: Department Head:

Budget: Exec. Dir.:

Ln #	Qty Ordered	U/M	Stock#	Loc	Vendor Stock Number	Unit Price	Trade Discount	Sales Tax	Freight	Price Extension
1	1	EA			PAYMENT ON SFHA'S GENERAL LIABILITY INSURANCE PREMIUM. SAID PREMIUM IS BASED UPON THE CHANGE IN RENEWAL DATES FROM MAY 1, 1997 TO OCTOBER 1, 1997 SAID AMOUNT IS PRO-RATED TO REFLECT SAID CHANGE	606,616.7500				606,616.75
					TOTALS					606,616.75

Account Distribution:

Ln#	GL Account	Amount
1	100 451001 000000 750 000	606,616.75

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

November 26, 1997

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega,Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Reverend Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: RONNIE DAVIS, SECRETARY/ EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE ORDER TO PAY THE HOUSING AUTHORITY RISK RETENTION GROUP FOR GENERAL LIABILITY DEDUCTIBLES FOR THE FISCAL YEAR 1997-98 IN AN AMOUNT NOT TO EXCEED $220,000.00

Enclosed in your commission packet is a resolution seeking ratification of the renewal of the SFHA's general liability insurance for the 1997-98 policy period commencing October 1, 1997 with the Housing Authority Risk Retention Group ("HARRG"). The terms and conditions of said coverage provides that the Agency is obligated to pay the first $10,000.00 for each claim submitted for handling. The Authority is invoiced by HARRG on a monthly basis for each claim submitted.

An estimated $220,000.00 needs to be funded for said deductibles for this policy period. Funding for said payment has been budgeted as part of the Authority's operating budget for this fiscal year.

I urge your adoption of this resolution.

(prepared by Victoria R. Adams for Joseph Hamblin, Legal Department)

RESOLUTION NO.: 4633
DATE ADOPTED: 12/11/97

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE ORDER TO PAY THE HOUSING AUTHORITY RISK RETENTION GROUP FOR GENERAL LIABILITY DEDUCTIBLES FOR THE FISCAL YEAR 1997-98 IN AN AMOUNT NOT TO EXCEED $220,000.00

WHEREAS, the Housing Authority of the City and County of San Francisco ("the Authority") by Resolution No. 3006, dated May 28, 1987, accepted membership into the Housing Authority Risk Retention Group ("HARRG") for the provision of general liability insurance; and

WHEREAS, the Authority renewed its general liability coverage with HARRG for the 1997-98 policy period commencing October 1, 1997; and

WHEREAS, the Authority's policy with HARRG requires the agency to pay a deductible in the amount of $10,000.00 each general liability claim that is submitted for handling by HARRG during the policy period; and

WHEREAS, funding for said payment is available from the Authority's operating budget for the fiscal year 1997-98; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is hereby authorized to execute a purchase order to pay the Housing Authority Risk Retention Group for the general liability deductibles for the 1997-98 policy year in an amount not to exceed $220,000.00

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Joseph M. Hamblin

JOSEPH M. HAMBLIN
Acting General Counsel

12-1-97

Date

(prepared by Victoria R. Adams for Joseph Hamblin, Legal Department)

PURCHASE REQUISITION

Req. Date	Requested Delivery Date	Quotation Number	Terms	Requisition#	Requested Vendor	Buyer
12/03/97	12/30/97			012851	HOUSING AUTHORITY RISK RE	

Ship to: SAN FRANCISCO HOUSING AUTHORITY
S.F.H.A.- MAIN OFFICE
440 TURK STREET
SAN FRANCISCO, CA 94102

F.O.B.

Special Instructions
RETURN TO LEGAL

Requestor Name
V.ADAMS/2988

Vendor: HOUSING AUTHORITY RISK RETENTION GROUP
P O BOX 189
CHESIRE, CT 06410-0189

Requested by: Department Head:

Budget: Exec. Dir.:

Ln #	Qty Ordered	U/M	Stock#	Loc	Vendor Stock Number	Unit Price	Trade Discount	Sales Tax	Freight	Price Extension
1	1	EA			PAYMENT ON SFHA'S GENERAL LIABILITY DEDUCTIBLES FOR THE 1997-98 POLICY PERIOD. EACH CLAIM SUBMITTED TO HARRG HAS A $10,000.00 DEDUCTIBLE AMOUNT	220,000.0000				220,000.00
					TOTALS					220,000.00

Account Distribution:

Ln#	GL Account	Amount
1	100 462003 000000 510 000	220,000.00

SAN FRANCISCO HOUSING AUTHORITY

440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102 • TELEPHONE (415) 554-1200

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Sululagi Palega, Sr., President
Paula Kitses, Vice President
Lee Alfred, Commissioner
Shirley Byrd, Commissioner
Rev. Norman Fong, Commissioner
Richard Ford, Commissioner
Marisa Moret, Commissioner

FROM: Ronnie Davis, Executive Director

DATE: November 24, 1997

SUBJECT: **RESOLUTION RATIFYING THE SUBMISSION OF THE SAN FRANCISCO HOUSING AUTHORITY'S COMPREHENSIVE GRANT PROGRAM (CGP) FFY 1997 ANNUAL STATEMENT SUBMISSION REVISIONS**

On July 12, 1997 the Board approved Determination and Order D-137 authorizing the 1997 CGP Plan and Annual Statement. These documents were then submitted to HUD on July 14.

The attached resolution ratifies the submission of revisions to the San Francisco Housing Authority's Comprehensive Grant Program (CGP) FFY 1997 Annual Statement Submission to HUD. For most of the PHA-wide amounts that were specified before, the 1997 Annual Statement now lists specific target sites for work items. These revisions revisions include by site the Authority's continued emphasis on: (1) infrastructure; (2) exterior painting, landscaping, security, tree pruning and lighting; (3) common space wheelchair accessibility, playground safety and sidewalk repair; and, (4) interior correction of HUD's Housing Quality Standards violations, painting, lighting, wheelchair accessibility, lead and asbestos. Where more economical, efficient and able to expand resident hiring opportunities than contracting, the Authority is specifying the use of Forced Labor constructions crews.

In order to expedite this important work, on November 18, 1997, the Acting Executive Director prepared and forwarded to HUD revisions to the 1997 CGP Annual Statement that reflect these changes in emphasis. A copy of this transmission is attached for your review.

I urge you to approve this resolution.

RESOLUTION NO: 4634
DATE ADOPTED: 12/11/97

RESOLUTION RATIFYING THE SUBMISSION OF THE SAN FRANCISCO HOUSING AUTHORITY'S COMPREHENSIVE GRANT PROGRAM FFY 1997 ANNUAL STATEMENT SUBMISSION REVISIONS

WHEREAS, the Department of Housing and Urban Development invited this Authority to submit an application for Fiscal Year 1997 Comprehensive Grant Program funding in the projected amount of $15,861,157; and,

WHEREAS, on July 12, 1997 Determination and Order D-137 was adopted authorizing the 1997 Comprehensive Grant Program Comprehensive Plan Amendments and Annual Statement and Certifying that the Authority will comply with all applicable Comprehensive Grant Program requirements; and,

WHEREAS, the Commission adopted Resolution No. 4604 on March 8, 1996, which Resolution together with 42 USC 1437 et seq. Temporarily provides power, duty and authority for operation and management of the San Francisco Housing Authority to HUD acting through the HUD Secretary and his designee; and,

WHEREAS, on July 14, 1997 the Authority's 1997 CGP Annual Statement (Volumes I, II and III) were submitted to HUD; and,

WHEREAS, on November 18, 1997 the Authority's revised 1997 CGP Annual Submission was submitted to HUD for review and approval; and,

WHEREAS, the revisions to the 1997 CGP Annual Submission reflect the Authority's continued emphasis on: (1) infrastructure; (2) exterior painting, landscaping, security, tree pruning and lighting; (3) common space wheelchair accessibility, playground safety and sidewalk repair; (4) interior correction of HUD's Housing Quality Standards violations, painting, lighting, wheelchair accessibility, lead and asbestos; and (5) the use of Forced Labor crews where more economical, efficient and able to provide opportunities for resident hiring.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The San Francisco Housing Authority Commission ratifies the submission of the San Francisco Housing Authority's Comprehensive Grant Program FFY 1997 Annual Statement Submission Revisions.

2. The Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

Joseph M. Hamblin
Joseph Hamblin
Legal Counsel

12-3-97
Date

SAN FRANCISCO HOUSING AUTHORITY

1815 EGBERT AVENUE • SAN FRANCISCO, CALIFORNIA 94124 • (415) 715-3100

November 18, 1997

Ms. Joyce M. Roberson
Director, Office of Public Housing
U.S. Department of Housing and Urban Development
450 Golden Gate Avenue
San Francisco, CA 94102-3448

SUBJECT: San Francisco Housing Authority's 1997 Comprehensive Grant Program
FFY 1997 Annual Statement Submission Revisions

Dear Ms. Roberson:

Enclosed for your review and approval is the Authority's revised 1997 CGP Annual Submission. The revisions reflect the continued emphasis on: (1) infrastructure; (2) exterior painting, landscaping, security, tree pruning and lighting; (3) common space wheelchair accessibility, playground safety, sidewalk repair; and (4) interior correction of HUD's Housing Quality Standards violations, painting, lighting, wheelchair accessibility, lead and asbestos. Where more economical and efficient than contracting, the Authority is using Forced Labor construction crews. Each work item that is being done by Forced Labor is indicated by an "FA" following the description.

This revised budget will be presented to the Commission for ratification at the next scheduled meeting.

Please let me know if you need any additional information.

Sincerely,

Ronnie Davis
Acting Executive Director

49169

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Annual Statement/
Performance and Evaluation Report
Part I Summary
Comprehensive Grant Program (CGP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 7/31/98)

PHA/HA Name		Comprehensive Grant Number	FFY of Grant Approval
SAN FRANCISCO HOUSING AUTHORITY	1997 COMP GRANT	CA39P00170697	1997

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☒ Revised Annual Statement/Revision Number ___ ☐ Performance & Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Costs (2)	
		Original	Revised (1)	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operating Subsidy	$1,586,116	1,586,115		
3	1408 Management Improvement	$2,453,409	1,586,115		
4	1410 Administration	$1,586,116	1,586,115		
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$1,103,058	1,103,058		
8	1440 Site Acquisition				
9	1450 Site Improvement	$1,661,200	1,538,800		
10	1460 Dwelling Structures	$6,230,000	6,440,673		
11	1465.1 Dwelling Equipment - Nonexpendable	$360,000	360,000		
12	1470 Nondwelling Structures	$150,000	0		
13	1475 Nondwelling Equipment	$181,000	0		
14	1495 Relocation Cost	$0	550,000		
15	1490 Replacement Reserve				
16	1408 Mod Used for Development				
17	1502 Contingency (may not exceed 8% of line 18)	$550,258	1,110,281		
18	**Amount of Annual Grant (Sum of lines 2-17)**	$15,861,157	$15,861,157		
19	Amount of line 18 Related to LBP Activities	$900,000			
20	Amount of line 18 Related to Section 504 Compliance	$2,000,000			
21	Amount of line 18 Related to Security	$1,270,000			
22	Amount of line 18 Related to Energy Conservation Measures	$400,000			

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement (2) To be Completed for the Performance and Evaluation Report.

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date	1-To be completed for the Performance and Evaluation report or a Revised Annual Statement 2- To be completed for the Performance and Evaluation Report
X Ronnie Davis 11/18/97 **Ronnie Davis, Acting Executive Director**	X	

Facsimile form HUD-52837 (5/20/96)
ref Handbook 7485.3

Annual Sta ...ent

Performance and Evaluation Report

Part II:

Comprehensive Grant Program (CGP)

and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp.7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds Obligated (2)	Funds Expended (2)	Status of Proposed Work
				Original	Revised (1)			
1-1, Holly Court	Roofing	1460	100%	0	450,000			
1-2, Potrero	Interior HQS, (FA)	1460	100%	0	1,000,000			
1-3, Sunnydale	Interior HQS, (FA)	1460	100%	0	256,000			
1-3, Sunnydale	Administration/Community Bldg. (FA)	1460	100%		875,000			
1-3, Sunnydale/Velasco	Roof Repair/Replace Guitars & Downs	1460	100%	0	1,000,000			
	Sub Total	1460		0	3,581,000			
1-8, Westside Courts	Security Fencing	1450	100%	400,000	0			
1-11, North Beach	Roof Repair	1450	100%	75,000	0			
1-11, North Beach	Sewer Lins (FA)	1450	100%	0	50,000			
1-15, Ping Yuen	Security Gate Intercom System	1450	100%	20,000	89,600			
1-16, Alemany	Landscaping (FA)	1450	100%	0	287,000			
	Fencing	1450	100%	0	325,000			
	Sub Total	1450		495,000	751,600			
1-17A, Hunters Point A	Exterior Repairs (FA)	1460	100%	100,000	100,000			
1-17A Hunter's Point	Interior HQS (FA)	1460	100%	0	493,673			
	Sub Total	1460		100,000	593,673			
1-18(1), JFK Towers	Roof Repair	1460	100%	250,000	400,000			

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date

X Ronnie Davis 11/18/97

Ronnie Davis, Acting Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

Facsimile of for m HUD-52837 (01/05/95)
ref Handbook 7485.3

Annual Statement/
Performance and Evaluation Report
Part II:
Comprehensive Grant Program (CGP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

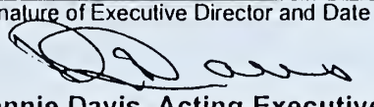
OMB Approval No. 2577-0157 (Exp.7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds Obligated (2)	Funds Expended (2)	Status of Proposed Work
				Original	Revised (1)			
1-18(3), Hunters View	Roof and Deck Repair	1460	100%	260,000	260,000			
1-18(4), Alice Griffith	Security Fencing	1450	100%	500,000	0			
1-18(5), Rosa Parks	Exterior Repairs and Waterproofing	1460	100%	165,000	100,000			
1-18(5), Rosa Parks	Skylight Repair	1460	100%	30,000	30,000			
1-18(7), Hayes Valley-Velasco	Roof Repair	1460	100%	150,000	0			
1-18(7), Hayes Valley (Vel)	Si-Security Fencing	1450	100%	0	46,000			
1-18(10), Woodside Gardens	Roof Repair and Waterproofing	1460	100%	400,000	0			
1-18(13), Mission Dolores	Balcony Repair and Drainage	1460	100%	180,000	180,000			
1-20, 3850 18th	Roof Repair and Waterproofing	1460	100%	210,000	0			
1-23, 1880 Pine	Roof and Window Repair	1460	100%	190,000	0			
1-23, 1880 PINE	HQS COMPLIANCE (FA)	1460	100%	0	123,000			
1-27, 350 ELLIS	HQS COMPLIANCE (FA)	1460	100%	0	123,000			
1-28, 666 Ellis	Roof Repair and Waterproofing	1460	100%	400,000	0			
1-30A, 462 Duboce	Roof Repair and Waterproofing	1460	100%	80,000	80,000			
1-34, 363 Noe	Siding Replacement and Waterproofing (FA)	1460	100%	80,000	80,000			
1-36, Bay Street	Exterior Painting Waterproofing	1460	100%	0	40,000			

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date

X  11/18/97

Ronnie Davis, Acting Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

Performance and Evaluation Report
Part II:
Comprehensive Grant Program (CGP)

OMB Approval No. 2577-0157 (Exp.7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds Obligated (2)	Funds Expended (2)	Status of Proposed Work
				Original	Revised (1)			
1-41, 2698 Calif.	Roof Repair and Waterproofing	1460	100%	185,000	250,000			
	Sub Total	1460		1,725,000	876,000			
	Physical Improvement Total			3,595,000	1,489,600			
Management Improvements	1. Program to enhance effectiveness of internal audit unit	1408		5,000	5,000			
	2. Audit Staff Training	1408		1,000	1,000			
	3. Check meter evaluation and installation of utility meters	1408		162,000	0			
	4. Extablish resident selection review committee	1408		50,000	50,000			
	5. Institute training for all finance stall	1408		0	0			
	6. To increase overall rent charges & reduce TARS (PHMAP Deficiency)	1408		0	0			
	7. Create finance library	1408		0	0			
	8. Develop Records Mgt. System	1408		25,000	25,000			
—	9. Develop and implement a fixed assets system	1408		25,000	25,000			
	10. Computer resources center	1408		40,500	40,000			
	11. Staff Training	1408		30,000	100,000			
	12. Ppolicy and Procedures	1408		50,000	50,000			

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Signature of Executive Director and Date

X 11/18/97
Ronnie Davis, Acting Executive Director

(2) To be completed for the Performance and Evaluation Report

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

Facsimile of for m HUD-52837 (01/05/95)
ref Handbook 7485.3

Annual Statement/
Performance and Evaluation Report
Part II:
Comprehensive Grant Program (CGP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp.7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds Obligated (2)	Funds Expended (2)	Status of Proposed Work
				Original	Revised (1)			
Management Improvement (Continue)	13. Develop procedure for work order system (PHMAP Deficiency)	1408		8,100	5,000			
	13. Improve emergency maintenance response (PHMAP Deficiency)	1408		20,000	20,000			
	14. Development of efficiency standards & monitoring (PHMAP Deficiency)	1408		8,100	5,000			
	15. Implement Preventive Maintenance system (PHMAP Deficiency)	1408		842,709	495,115			
	16. Upgrade training room	1408		0	0			
	17. Provide computer system mgt. upgrades	1408		0	0			
	18. Training for MIS Staff	1408		20,000	0			
	19. Management improvements CCS, UNIX, SUN	1408		100,000	100,000			
	20. Reprogram CCS to correct acctg. deficiencies (PHMAP Deficiency)	1408		50,000	25,000			
	21. Construction procedure manual	1408		0	0			
	22. Economic development program	1408		240,000	100,000			
	23. Economic devel. training/travel	1408		40,000	40,000			
	24. OCRI staff, training, report writing, time management, conflict, resolution, team building	1408		40,000	0			

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Signature of Executive Director and Date

X Ronnie Davis

Ronnie Davis, Acting Executive Director 11/18/97

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

Annual Statement/
Performance and Evaluation Report
Part II:
Comprehensive Grant Program (CGP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp.7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds Obligated (2)	Funds Expended (2)	Status of Proposed Work
				Original	Revised (1)			
Management Improvement (Continue)								
	25. Implement bar code system mini/warehouse	1408		20,000	20,000			
	26. Enhance procurement tracking & inv.	1408		81,000	80,000			
	27. Supplemental security devices for target sites	1408		300,000	300,000			
	28. Rent Collection Improvements for TARS	1408		50,000	30,000			
	29. Designated Housing Study	1408		100,000	30,000			
	30. Housing Staff Training	1408		30,000	0			
	31. HQS inspection improvements training	1408		15,000	10,000			
	32. Resident Management training	1408		100,000	30,000			
	Management Improvement Total	1408		2,453,409	1,586,115			
Administration	Administration of CGP (@ 10% of Total Grant)	1410	100%	1,586,116	1,586,115			
Fees & Costs	In-house/consultant design (@ 7% of Total Grant)	1430	100%	1,093,058	1,093,058			
Contingency	Construction Contingency (7%)	1502	100%	550,258	1,110,281			

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(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date
X
Ronnie Davis, Acting Executive Director
11/18/97

Signature of Public Housing Director/Office of Native American Programs Administrator and Date
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Facsimile of for m HUD-52837 (01/05/95)
ref Handbook 7485.3

Annual Statement/
Performance and Evaluation Report
Part II:
Comprehensive Grant Program (CGP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp.7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds Obligated (2)	Funds Expended (2)	Status of Proposed Work
				Original	Revised (1)			
PHA Wide	HQS Compliance (FA)	1460	100%	1,000,000	0			
	Operating Subsidy (10%)	1406	100%	1,586,116	1,586,115			
	504/ADA modification of common areas (FA)	1460	15%	2,000,000	200,000			
	Hazard testing	1430	As Req.	10,000	10,000			
	Fire unit repair (FA)	1460	As Req.	200,000	200,000			
	New appliances	1465.1	60%	360,000	360,000			
	Sidewalk repair / replacement	1450	20%	341,200	341,200			
	Playground repair / replacement /removal	1450	20%	400,000	400,000			
	Upgrade Cardkey System	1460	100%	75,000	0			
	Lead Abatement	1460	100%	100,000	100,000			
	Asbestos Abatement	1460	100%	100,000	100,000			
Nondwelling Equipment / Structure	Replacement of ergonomic chairs, desks, keyboards	1475	20%	20,000	0			
	Audit Computer and Software	1475	100%	11,000	0			
	Security systems & equipment for resource center	1475	20%	25,000	0			
	Upgrade Sun computer and related peripherals	1475	100%	50,000	0			

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date

X
Ronnie Davis, Acting Executive Director 11/18/97

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

Annual Statement/
Performance and Evaluation Report
Part II:
Comprehensive Grant Program (CGP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp.7/31/98)

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Funds Obligated (2)	Funds Expended (2)	Status of Proposed Work
				Original	Revised (1)			
	Housing Development Cars	1475	3%	45,000	0			
	Warehouse Car/Van	1475	1%	30,000	0			
	MIS Resource Center	1470	100%	100,000	0			
	Rehabilitation of facilities for resource center	1470	20%	25,000	0			
	Warehouse Camera security Syster	1470	100%	25,000	0			
	Equipment	1495	100%	0	150,000			
	Relocation	1495	100%		400,000			

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date

X 11/18/97
Ronnie Davis, Acting Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

Facsimile of for m HUD-52837 (01/05/95)
ref Handbook 7485.3

Annual S nent/
Performance and Evaluation Report
Part III: Implementation Schedule
Comprehensive Grant Program (CGP)

U epartment of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
CAL 1-1 Holly Courts	3/31/99			9/30/00			
CAL 1-2 Potrero Terrace	3/31/99			9/30/00			
CAL 1-3 Sunnydale	3/31/99			9/30/00			
CAL 1-8 Westside Courts	3/31/99			9/30/00			
CAL 1-11 North Beach	3/31/99			9/30/00			
CAL 1-15 Ping Yuen	3/31/99			9/30/00			
CAL 1-16 Alemeny	3/31/99			9/30/00			
CAL 1-17A Hunter's Pt. E&W	3/31/99			9/30/00			
CAL 1-18(1) JFK Towers	3/31/99			9/30/00			

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date

X 11/18/97

Ronnie Davis, Acting Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

Annual S ment/
Performance and Evaluation Report
Part III: Implementation Schedule
Comprehensive Grant Program (CGP)

U Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
CAL 1-18(3) Hunter's View	3/31/99			9/30/00			
CAL 1-18(4) Alice Griffith	3/31/99			9/30/00			
CAL 1-18(5) Rosa Parks	3/31/99			9/30/00			
CAL 1-18(7) Hayes Valley	3/31/99			9/30/00			
CAL1-18(10) Woodside Garden	3/31/99			9/30/00			
CAL 1-18(13) Mission Dolores	3/31/99			9/30/00			
CAL 1-20 3850 18th Street	3/31/99			9/30/00			
CAL 1-23 1880 Pine	3/31/99			9/30/00			
CAL 1-27 350 Ellis	3/31/99			9/30/00			

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date

X Ronnie Davis 11/18/97

Ronnie Davis, Acting Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

Annual S ment/
Performance and Evaluation Report
Part III: Implementation Schedule
Comprehensive Grant Program (CGP)

U Department of Housing
an Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
CAL 1-28 666 Ellis	3/31/99			9/30/00			
CAL1-30A 462 Duboce	3/31/99			9/30/00			
CAL 1-34 363 Noe	3/31/99			9/30/00			
CAL 1-36 Bay Street	3/31/99			9/30/00			
CAL 1-41 2698 Calif.	3/31/99			9/30/00			
HQS Compliance	3/31/99			9/30/00			
Operating Subsidy	3/31/99			9/30/00			
504 Modification	3/31/99			9/30/00			
Hazard Testing	3/31/99			9/30/00			
Fire Unit Repair	3/31/99			9/30/00			
New Appliances	3/31/99			9/30/00			
Sidewake Repair/ Replacement	3/31/99			9/30/00			

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date

X Davis 11/18/97

Ronnie Davis, Acting Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

Annual Statement/
Performance and Evaluation Report
Part III: Implementation Schedule
Comprehensive Grant Program (CGP)

Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
Playground Repair/ Replace./Removal	3/31/99			9/30/00			
Upgrade Cardkey System	3/31/99			9/30/00			
Lead Abatement	3/31/99			9/30/00			
Asbestos Abatement	3/31/99			9/30/00			
Program to Enhance Effectiveness of Intermal Audit Unit	3/31/99			9/30/00			
Audit Staff Training	3/31/99			9/30/00			
Extablish Resident Selection Review Committee	3/31/99			9/30/00			
Develop Records Mgt. System	3/31/99			9/30/00			
Develop & Implement a fixed assets system	3/31/99			9/30/00			
Computer Resources Center	3/31/99			9/30/00			
Staff Training	3/31/99			9/30/00			

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date

X 11/18/97
Ronnie Davis, Acting Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

Annual S ement/
Performance and Evaluation Report
Part III: Implementation Schedule
Comprehensive Grant Program (CGP)

Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
Policy & Procedures	3/31/99			9/30/00			
Develop Procedure for Work Order	3/31/99			9/30/00			
Improve Emergency Maintenance Response	3/31/99			9/30/00			
Develop. of Efficiency Standards & Monitoring	3/31/99			9/30/00			
Implement Preventive Maintenance System	3/31/99			9/30/00			
Mgt. Improvements CCS UNIX and SUN	3/31/99			9/30/00			
Reprogram CCS to Correct Acctg. Deficiencies	3/31/99			9/30/00			
Economic Development Program	3/31/99			9/30/00			
Economic Develop. Training /Travel	3/31/99			9/30/00			
Implement Bar Code System mini/warehouse	3/31/99			9/30/00			

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date

X Ronnie Davis 11/18/97

Ronnie Davis, Acting Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

Facsimile of form HUD-52834 (01/05/95)
ref Handbook 7485.3

Annual S nent/
Performance and Evaluation Report
Part III: Implementation Schedule
Comprehensive Grant Program (CGP)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 7/31/98)

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
Enhance Procurement Tracking/Inv.	3/31/99			9/30/00			
Supplemental Security Devices for Tagget Sites	3/31/99			9/30/00			
Rent Improvements for TARS	3/31/99			9/30/00			
Designated Housing Study	3/31/99			9/30/00			
HQS Inspection Improve-ments Training	3/31/99			9/30/00			
Resident Management Training	3/31/99			9/30/00			
Administration of CGP	3/31/99			9/30/00			
In House/Consultant Design	3/31/99			9/30/00			
Construction Contingency	3/31/99			9/30/00			

1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date

X Ronnie Davis 11/18/97

Ronnie Davis, Acting Executive Director

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

X

Facsimile of form HUD-52834 (01/05/95)
ref Handbook 7485.3

SAN FRANCISCO HOUSING AUTHORITY

LEGAL DIVISION • 440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102
TELEPHONE: (415) 554-1287 • FACSMILE: (415) 554-1204

December 9, 1997

To: Commissioner Palega

From: Joe Hamblin, Legal Counsel
Jim Williams, Housing Management

Re: Modified Payment Program - Revision to December 3, 1997

The Commission wants to amend the tenant leases to include a provision encouraging, or requiring, the tenants who are on public assistance to request that the Department of Human Services pay their benefits directly to the Housing Authority to cover their rent payments. This program, the Modified Payment Program, is available by the DHS and is designed to make rent payments for benefit recipients directly to that individual's landlord, therefore ensuring that the payments are made. It is available to the tenants on a voluntary basis that they can implement or cancel at any time. It has been suggested to DHS in the past that the program be mandatory for Housing Authority residents, but DHS has steadfastly refused to force beneficiaries to assign their grants to the Housing Authority, or in any way restrict the voluntary aspects of the program.

The Legal Department has reviewed the option of inserting a clause into the lease requiring or even encouraging use of the Modified Payment Program and finds it to be unworkable for the following reasons:

1) The program as offered to a tenant is completely voluntary and legally the Housing Authority cannot compel a tenant to exercise an option that is completely voluntary. Since the tenant can cancel the agreement with the Department of Human Services at any time, such an agreement is of limited use.

2) The lease as it presently exists has been used since March of 1997 and it was last amended to incorporate the "One Strike" regulations devised by HUD. It would take at least a year to go through the process to amend the present lease, taking time and a great deal of effort by staff, tenant associations, and all other parties concerned to come to an agreement regarding the wording of the changes. The resulting lease would be even longer than the present lease, making less likely that incoming tenants would read the entire document. Therefore, amending the present lease to include language encouraging use of the Modified Payment Program is inadvisable.

Presently, the Housing Management, working with the Legal Department, tries to include in all rent Stipulations a Modified Payment Program clause, in which the tenant who is on A.F.D.C agrees to go on the Program in return for the Authority deferring the legal process. Therefore, once a tenant has fallen behind in their rent, they can be forced to participate in the Modified Payment Program. This clause includes language requiring that the tenant remain in the program. Therefore, if the tenant cancels the program, he is in violation of the stipulation and Housing Management can approach the tenant about going back into the Program before back rent accrues. Present statistics regarding the use of the Modified Payment clauses in stipulations are not available at this time, however, the Legal Department intends to increase the use of this method to encourage tenants to use the Modified Payment Program.

Another way to introduce tenants to the Modified Payment Program is to send a list of tenants who have received a Fourteen Day notice for non payment of rent to the Department of Human Services. That Department would then contact those tenants who are in arrears to see if they would be willing to assign their benefits to the Housing Authority to cover their rent payments. The Housing Authority could encourage the tenant to choose to participate in the plan with the offer of a rent stipulation if they choose to assign their benefits to the Authority. The

assignment could then be included in the rent stipulation, so that if the tenant removes him or her self from the Modified Payment Program, they have violated the stipulation, which is grounds for eviction. Creating a list of tenants who have received Fourteen Day Notices for the Department of Human Services has worked effectively in the past, and could be implemented with minimal effort.

Both of the options discussed above have the advantage that they apply only to individuals who have had a problem paying their rent, and therefore is less intrusive for tenants on Public Assistance who do not demonstrate a problem pay rent each month.

One issue that needs to be addressed internally is how to stop the Modified Payment Program if a tenant violates the lease in other ways. Therefore, if the eviction process is started for a felony offense, but a rent payment is accepted from DHS on behalf of the tenant, the courts will find the breach of the lease has been waived by SFHA. We will need to implement procedures to track and stop payments once other lease violations occur.

SAN FRANCISCO HOUSING AUTHORITY

LEGAL DIVISION • 440 TURK STREET • SAN FRANCISCO, CALIFORNIA 94102
TELEPHONE: (415) 554-1287 • FACSMILE: (415) 554-1204

December 3, 1997

To: Commissioner Palega

From: Joe Hamblin

Re: Modified Payment Program

The Commission wants to amend the tenant leases to include a provision encouraging the tenants who have fallen behind in their rent to request that the Department of Human Services pay their benefits directly to the Housing Authority to cover their rent payments. This program, the Modified Payment Program, is available by the DHS and is designed to make rent payments for benefits recipients directly to that individual's landlord, therefore ensuring that the payments are made. It is available to the tenants on a voluntary basis which they can implement or cancel at any time. It has been suggested to DHS in the past that the program be mandatory for Housing development residents, but DHS has steadfastly refused to remove all efforts to force beneficiaries to assign their grants to any housing authority. The legal department has review the option of inserting a clause into the lease requiring or even encouraging use of the Modified Payment Program and finds it to be unworkable for the following reasons:

1) The program as offered to a tenant is completely voluntary and legally the Housing Authority cannot compel a tenant to exercise an option which is completely voluntary. Since the tenant can cancel the agreement with the Department of Human Services at any time, such an agreement is of limited use.

2) The lease as it presently exists has been used since March of 1997 and it was last amended to incorporate the "One Strike" regulations devised by HUD. It would take at least a year to go through the process to amend the present lease, taking time and a great deal

of effort by staff, tenant associations, and all other parties concerned to come to an agreement regarding the wording of the changes. Therefore, amending the present lease to include language encouraging use of the Modified Payment Program is inadvisable.

Another way to introduce tenants to the Modified Payment Program is to sent a list of tenants who have received a Fourteen Day notice for non payment of rent to the Department of Humans Services. That Department would then contact those tenants who are in arrears to see if they would be willing to assign their benefits to the Housing Authority to cover their rent payments. Creating a list of tenants who have received Fourteen Day Notices for the Department of Human Services has worked effectively in the past, and could be implemented with minimal effort.

A second way of encouraging tenants to participate in the Modified Payment Program is when bargaining with tenants regarding stipulations necessitated by non payment of rent to include language binding the tenant to using the Modified Payment Program and requiring the tenant to remain on the program. Therefore, if the tenant cancels the program, he is in violation of the stipulation and can be evicted through an ex parte action.

One issue that will need to be addressed internally is how to stop the Modified Payment Program if a tenant violates the lease in other ways. Therefore, if the eviction process is started for a felony offense, but a rent payment is accepted from DHS on behalf of the tenant, the courts will find the breach of the lease has been waived by SFHA. We will need to implement procedures to track and stop payments once other lease violations occur.

Public housing chief signs new deal: $170,000 per year

HOUSING AUTHORITY

Davis was on loan from Cleveland

BY JOHNNY BRANNON

The Housing Authority's interim director has been given a permanent job.

The Housing Authority Commission voted unanimously last Wednesday in a special, closed-session meeting to award Ronnie Davis a $170,000-per-year contract, good for two years.

The Housing Authority's last permanent director, Shirley Thornton, made $120,000 per year.

The agency manages about 7,000 public-housing units rented to some of San Francisco's poorest families and single adults and also administers federal vouchers that other low-income families use to pay for housing in the private market.

Davis has been on loan to San Francisco for the past year from his $162,000-per-year position as chief operating officer of the Cayuhoga Metropolitan Housing Authority in Cleveland, Ohio.

The U.S. Department of Housing and Urban Development installed Davis as temporary head of the Housing Authority last November,

PHOTO: JOHNNY BRANNON

RONNIE DAVIS: *Richer*

when the agency was in the midst of a HUD-supervised "recovery" effort that sought to correct problems caused by years of neglect and mismanagement.

Since then, Davis has been praised by many public-housing residents as a friendly and accessible director who has overseen dramatic improvements to buildings that had been allowed to decay for decades.

Many of Davis' loudest tenant supporters now work for the agency and say they're thankful for being given opportunities denied to them under previous administrations.

But others say he has been insensitive to racial tensions in some housing developments or too willing to evict families that include members who have been accused — but not convicted — of crimes.

The Housing Authority is in the midst of several important renovation and reconstruction projects, and commission president Sululagi Palega says the commission believes it is important for the agency to retain leadership continuity while they continue.

Palega says the commission is still negotiating an employment agreement with Emma McFarlin who was appointed by HUD as the Housing Authority's $100,000-per-year "executive monitor" at the same time Davis was installed as director.

Restaurant File

If you can't bring yourself to prepare another holiday meal and dread the thought of cleaning every pot and pan in the house, why not give the Ritz Carlton in San Francisco a call. Those "in the know" have ordered their Thanksgiving dinners from the Ritz by simply picking up the phone, placing an order, and on Thanksgiving day, taking a short drive to California and Pine streets, where the master chefs have the entire dinner packed and ready to go.

For $175, the dinner serves six and includes pumpkin soup; wild

The Main Me

THIGGY'S

Lincoln Park Golf Course is par 68, with great vistas of the Pacific and the Golden Gate Bridge fr 17. The local golfers have known about this little find for years. Not only does the golf course at L

SAN FRANCISCO CHRONICLE
Wednesday, November 26, 1997

ON THE HOUSE: Congratulations to acting San Francisco Housing Director **Ronnie Davis** — he was just awarded a $170,000-a-year-plus contract to run the agency for the next two years.

Besides the $170,000 in base pay, Davis — who has been on

MATIER & ROSS: *Page A19 Col. 1*

From Page A15

loan from Cleveland — will also get a cost-of-living raise come the first of the year.

He'll also get a $750-a-month car allowance.

And if Davis brings the authority up a few notches, he'll also be in line for a $15,000 bonus!

Even without the bonus, Davis will earn about $27,400 a year more than Mayor **Willie Brown.**

But according to Housing Commission President **Sululagi Palega**, Davis is worth every cent. "There was a tremendous outpouring from tenants asking for him to stay.... With all the work he's done, we were just glad we were able to keep him on board."

At this pay, we're sure he is, too.

RECEIVED
NOV 09 1997
EXECUTIVE DIRECTOR'S OFFICE

PHADA 1998 COMMISSIONERS CONFERENCE

JANUARY 24-27
HILTON HEAD ISLAND, SOUTH CAROLINA

"Coloring outside the lines"

THE PUBLIC HOUSING AUTHORITIES DIRECTORS ASSOCIATION

COMMISSIONERS CONFERENCE REGISTRATION

Hilton Head Island, South Carolina
January 24-27, 1998

Register for the Conference:

Register for the conference by filling out the form below and mailing it, along with the registration fee to:

PHADA Commissioners Conference
511 Capitol Court, NE
Washington, DC 20002-4937

Registrations may be faxed to 202-543-4381. Please include credit card payment information with faxed registrations. Direct questions to 202-546-5445.

Plan to arrive Saturday, January 24, depart Wednesday, January 28.

There will be a $50 processing fee deducted from all refunds.

Register with the Hotel:

Register for the Hyatt Regency Hilton Head by calling (803) 785-1234. Ask for the Public Housing Authorities Directors Association room block.

The cutoff date for the special rate is December 23. After December 23, any unsold rooms in the PHADA room block will be released for sale to the public. However, please note that our room block *may* sell out before the cut-off date, so we encourage attendees to make hotel reservations now.

Hyatt Regency Hilton Head
Oceanfront at Palmetto Dunes
1 Hyatt Circle
Hilton Head Island, SC 29928

Rates: $144 single/double + tax

Please fill out separate form for each registrant

Name _____ First Name for Name Badge _____

Housing Authority _____ Position _____

Street Address _____

City/State/Zip _____

Phone _____ Is this your first PHADA Conference? ❒ Yes ❒ No

CHECK PAYMENT CATEGORY:

Early Bird — On or Before Dec. 23	Standard Rate — After Dec. 23	On-Site
☐ Member — $345	☐ Member — $370	☐ Member — $395
☐ Non-Member — $400	☐ Non-Member — $425	☐ Non-Member — $450
☐ Spouse — $115	☐ Spouse — $125	☐ Spouse — $135

PAYMENT METHOD:

Check or money order enclosed in the following amount: $_____

Please bill my ☐ MasterCard ☐ Visa ☐ American Express

Account # _____ Signature _____ Exp. Date _____

SFUSD

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
TRANSPORTATION DEPT.
501 CESAR CHAVEZ ST., RM. 211
SAN FRANCISCO, CA 94124

TELEPHONE : (415) 695 - 5505
FAX : (415) 695 - 5759

VENDOR: MICHAEL'S TRANPORTATION
143 DE PAUL AVENUE
VALLEJO, CA 94589
(707) 643-2099

RECEIVED NOV 1 7 1997

DESTINATION: YERBA BUENA CENTER FOR THE ARTS
701 THIRD STREET/HOWARD

DATE OF TRIP: (THURSDAY) NOVEMBER 13, 1997

	PUBLIC HOUSING CENTERS:	PICK UP LOCATION	PICK-UP TIME
BUS #4	PUBLIC HOUSING TENANTS ASSOCIATION PLAZA EAST TENANTS ASSOCIATION HAYES VALLEY RMC BERNAL DWELLINGS TENANTS ASSOCIATION ROBERT PITTS TENANTS ASSOCIATION	WEBSTER @ GOLDEN GATE	2:30 PM
	VALENCIA GARDENS RESIDENT COUNCIL	1792-15TH STREET	3:00 PM
	HOLLY COURTS TENANTS ASSOCIATION	139 HIGLAND STREET	3:20 PM
	ALEMANY RMC & TENANTS ASSOCIATION	937 ELLSWORTH STREET	3:45 PM
BUS #5	PING YUEN ASSOCIATION	STOCKTON @ PACIFIC CORNER	2:30 PM
	NORTH BEACH TENANTS ASSOCIATION NORTH BEACH RMC	531 BAY STREET	2:50 PM
	WESTSIDE COURTS TENANTS ASSOCIATION	2581 SUTTER STREET	3:20 PM
BUS #6	POTRERO ANNEX RMC	751 MISSOURI STREET	2:30 PM
	POTRERO TERRACE RMC	1095 CONNECTICUT	2:50 PM
	HUNTER'S VIEW TENANTS ASSOCIATION	MIDDLE PT @ WEST PT.	3:15 PM
	UJAMAA WESTBROOK-RMC	NORTHRIDGE @ HARBOR	3:35 PM
BUS #7	SUNNYDALE TENANTS ASSOCIATION	1712 SUNNYDALE AVENUE	2:30 PM
	ALICE GRIFFITH TENANTS ASSOCIATION	1035 GILLMAN AVE (BRET HARTE LOADING ZONE)	2:55 PM
	HUNTER'S PT. A EAST RESIDENT COUNCIL	763 JERROLD AVENUE	3:15 PM
	HUNTER'S PT. A WEST TENANTS ASSOC.	1065 OAKDALE AVENUE	3:35 PM

SFUSD

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
TRANSPORTATION DEPT.
501 CESAR CHAVEZ ST., RM. 211
SAN FRANCISCO, CA 94124

TELEPHONE : (415) 695 - 5505
FAX : (415) 695 - 5759

VENDOR: FRANCISCAN LINE
300 TOLAND STREET
SAN FRANCISCO, CA.
(415) 642-9400

DESTINATION: YERBA BUENA CENTER FOR THE ARTS
701 THIRD STREET/HOWARD

DATE OF TRIP: (FRIDAY) NOVEMBER 14, 1997)

	PUBLIC HOUSING CENTERS:	PICK UP LOCATION	PICK-UP TIME
BUS #1	PUBLIC HOUSING TENANTS ASSOCIATION PLAZA EAST TENANTS ASSOCIATION HAYES VALLEY RMC BERNAL DWELLINGS TENANTS ASSOCIATION ROBERT PITTS TENANTS ASSOCIATION	WEBSTER @ GOLDEN GATE	8:10 AM
BUS #2	ALICE GRIFFITH TENANTS ASSOCIATION	1035 GILLMAN AVE (BRET HARTE LOADING ZONE)	7:30 AM
	HUNTERS POINT A WEST TENANTS ASSOC.	1065 OAKDALE AVE	7:40 AM
	HUNTERS POINT A EAST RESIDENT COUNCIL	763 JERROLD AVE	7:45 AM
	UJAMAA WESTBROOK-RMC	NORTHRIDGE @ HARBOR	7:50 AM
	HUNTER'S VIEW TENANTS	MIDDLE PT@ WEST PT. UPHILL INTERSECTION	8:00 AM
BUS #3	SUNNYDALE TENANTS ASSOC.	1712 SUNNYDALE	7:30 AM
	ALEMANY RMC & TENANTS ASSOC.	937 ELLSWORTH	7:45 AM
	HOLLY COURTS TENANTS ASSOC.	159 HIGLAND ST	8:00 AM
BUS #4	WESTSIDE COURTS TENANTS ASSOC.	2581 SUTTER ST	7:30 AM
	NORTH BEACH TENANTS ASSOC.	531 BAY ST.	7:50 AM
	PING YUEN/PING YUEN TENANTS	STOCKTON @ PACIFIC CORNER	8:00 AM
BUS #5	POTRERO ANNEX RMC	1095 CONNECTICUT	7:30 AM
	POTRERO ANNEX RMC	751 MISSOURI	7:30 AM
	VALENCIA GARDENS RESIDENT	1792 15TH ST	8:00 AM

NOTE: VENDOR: LAIDLAW TRANSIT WILL PICK UP 5 GROUPS AT 4:30 PM TO BRING THEM BACK TO STOPS

an equal opportunity employer

SFUSD

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
TRANSPORTATION DEPT.
501 CESAR CHAVEZ ST., RM. 211
SAN FRANCISCO, CA 94124

TELEPHONE : (415) 695 - 5505
FAX : (415) 695 - 5759

VENDOR: LAIDLAW TRANSIT
2270 JERROLD AVE
SAN FRANCISCO, CA.
(415) 647-9012

DESTINATION: YERBA BUENA CENTER FOR THE ARTS
701 THIRD STREET/HOWARD

DATE OF TRIP: (SATURDAY) NOVEMBER 15, 1997)

	PUBLIC HOUSING CENTERS:	PICK UP LOCATION	PICK-UP TIME
BUS #1	PUBLIC HOUSING TENANTS ASSOCIATION PLAZA EAST TENANTS ASSOCIATION HAYES VALLEY RMC BERNAL DWELLINGS TENANTS ASSOCIATION ROBERT PITTS TENANTS ASSOICATION	WEBSTER @ GOLDEN GATE	8:40 AM
BUS #2	ALICE GRIFFITH TENANTS ASSOCIATION	1035 GILLMAN AVE (BRET HARTE LOADING ZONE)	8:00 AM
	HUNTERS POINT A WEST TENANTS ASSOC.	1065 OAKDALE AVE	8:10 AM
	HUNTERS POINT A EAST RESIDENT COUNCIL	763 JERROLD AVE	8:15 AM
	UJAMAA WESTBROOK-RMC	NORTHRIDGE @ HARBOR	8:20 AM
	HUNTER'S VIEW TENANTS	MIDDLE PT@ WEST PT. UPHILL INTERSECTION	8:30 AM
BUS #3	SUNNYDALE TENANTS ASSOC.	1712 SUNNYDALE	8:05 AM
	ALEMANY RMC & TENANTS ASSOC.	937 ELLSWORTH	8:20 AM
	HOLLY COURTS TENANTS ASSOC.	159 HIGLAND ST	8:30 AM
BUS #4	WESTSIDE COURTS TENANTS ASSOC.	2581 SUTTER ST	8:20 AM
	NORTH BEACH TENANTS ASSOC.	531 BAY ST.	8:40 AM
	PING YUEN/PING YUEN TENANTS	STOCKTON @ PACIFIC CORNER	8:50 AM
BUS #5	POTRERO ANNEX RMC	1095 CONNECTICUT	8:25 AM
	POTRERO ANNEX RMC	751 MISSOURI	8:35 AM
	VALENCIA GARDENS RESIDENT	1792 15TH ST	8:50 AM

NOTE: VENDOR: LAIDLAW TRANSIT WILL PICK UP 8 GROUPS AT 4:30 PM

SF
465
#3
12/11/97

MEETING OF THE SAN FRANCISCO HOUSING AUTHORITY COMMISSION WAS HELD ON THURSDAY, DECEMBER 11, 1997 AT 2:21 P.M. AT 440 TURK STREET, SAN FRANCISCO, CALIFORNIA 94102

DOCUMENTS DEPT.

JAN 07 1998

SAN FRANCISCO
PUBLIC LIBRARY

1. ROLL CALL:

Sululagi Palega, Sr., President	
Paula Kitses, Vice President	
Lee Alford, Commissioner	*Arrived 2:30 p.m.*
Shirley Byrd, Commissioner	*Arrived 2:25 p.m.*
Richard Ford, Commissioner	*Arrived 2:43 p.m.*
Rev. Norman Fong, Commissioner	
Marisa Moret, Commissioner	

2. APPROVAL OF AGENDA:

Commissioner Marisa Moret requested a postponement of the Executive Session because the committee didn't have a contract to discuss. She felt there was no need for the session. With that amendment, she made a motion to approve the agenda which Commissioner Norman Fong seconded. **UNANIMOUSLY APPROVED**

3. APPROVAL OF MINUTES:

November 13, 1997
November 19, 1997 Special Training Session

Commissioner Paula Kitses made a motion to approve the minutes and Commissioner Marisa Moret seconded. **UNANIMOUSLY APPROVED**

4. GENERAL COMMUNICATIONS:

None

5. REPORT OF SECRETARY:

Dr. McFarlin reported in place of Mr. Davis because he was in Washington, D.C. attending a national meeting of Hope VI and Executive Directors. After she and Mr. Davis had reviewed the complete package, Mr. Davis approved all resolutions.

6. COMMITTEE REPORT:

Commissioner Marisa Moret stated that the committee had no substantive information to report, and to avoid confusion, reported that the committee is working on revising Dr. McFarlin's contract.

7. REPORT OF COUNSEL:

None

8. TENANT REPRESENTATIVE REPORT:

Ms. Rosemary Ozan reported that she was going to give each Commissioner a packet showing what the PHTA had been doing to this date. This year, the PHTA is planning to have a Christmas party and would like to have the Commissioners help with gathering toys for the children who were relocated.

9. UNFINISHED BUSINESS:

Commissioner Palega mentioned that he had received their official star and would now like to present it to each of the Commissioners. At the end of the meeting each Commissioner was also presented with their personal business cards and stationary.

10. CONSIDERATION OF AGENDA ITEMS

D. **RESOLUTION NO: 4627**
DATE ADOPTED: 12/11/97

RESOLUTION APPROVING AND ACCEPTING THE PROPOSAL FROM WIL DAVIS MANAGEMENT COMPANY TO DEVELOP, IMPLEMENT, AND MANAGE A COMPREHENSIVE LOTTERY MANAGEMENT SYSTEM FOR THE OPENING OF THE SECTION 8 WAITING LIST

WHEREAS, The Housing Authority of the City and County of San Francisco (herein called the "Authority") entered into a Section 8 Annual Contributions Contract on December 23, 1975 (as amended) with the United States of America (herein call the "Government"); and

WHEREAS, Resolution No 4604, and/or 42 USC 1437 et seq. Adopted March 8, 1996 stated, "Resolution temporarily providing power, duty, and authority for operation and management of the San Francisco Housing Authority (SFHA) to the United States Department of Housing and Urban Development, and amending SFHA policies, rules, procedures, and by-laws accordingly"

WHEREAS, in accordance with the San Francisco Housing Authority Administrative Plan for the Section 8 Certificate and Voucher Programs, Section A, Administration of Waiting List, adopted November 13, 1997, the Authority wishes to open the waiting list to prospective applicants. In an effort to achieve maximum utilization of the Section 8 Certificate and Voucher Programs, the Authority needs to develop a large pool of applicants.

WHEREAS, on October 6, 1997, the Authority published a Request for Proposal (RFP) seeking proposals from qualified companies to manage the re-opening of the Section 8 waiting list.

WHEREAS, the Wil Davis Management Company submitted the only response to our RFP in the amount of $150,000 which we have determined is reasonable and appropriate for the scope of services outlined in the agreement.

WHEREAS, funding for said contract services is available out of the Section 8 Operating Reserve.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Wil Davis Management Company's proposal to develop, implement, and manage a comprehensive Lottery Management System for re-opening the San Francisco Housing Authority Section 8 waiting list is hereby approved and accepted for an amount not to exceed $150,000.

2. This resolution shall take effect upon HUD's approval.

APPROVED AS TO FORM AND LEGALITY:

s/Joseph M. Hamblin — 12/11/97
Legal Counsel — Date

DISCUSSION

Mr. Larry Andrews explained Resolution D mentioned above. Because the San Francisco Housing Authority has again taken over the management of the Leased Housing Department, HUD has given some benchmark standards which must be met. One of those is opening the waiting list. Commissioner Palega asked, once it's been approved by us, when can we see the waiting list. Mr. Andrews stated that they were looking at between two or perhaps three months down the road. Mr. Andrews also addressed Commissioner Fong's question regarding posting in the various languages as well as meeting with various community groups. Commissioner Palega requested notification of the meeting with the community groups so that if any one of the Commissioners wanted to attend they would know the location. Mr. Andrews agreed to give that notification to the Commissioners of all the information meetings.

Commissioner Paula Kitses made the motion to accept the resolution and Commissioner Richard Ford seconded it. **UNANIMOUSLY APPROVED**

E.

RESOLUTION NO. 4628
DATE ADOPTED: 12/11/97

RATIFICATION OF A CONTRACT FOR A THREE-MONTH PERIOD WITH BURNS INTERNATIONAL SECURITY SERVICES, INC., FOR ARMED AND/OR UNARMED SECURITY SERVICES AT SENIOR AND CERTAIN FAMILY DWELLINGS IN AN AMOUNT NOT TO EXCEED $390,611.00

WHEREAS, the Health and Safety Code, Section 34314 authorizes the Housing Authority to arrange or contract for the furnishings by any person or agency, public or private, or services, privileges, works, or facilities for, or in connection with a housing project assisted pursuant to Section 34312.12, or occupants,

WHEREAS, the San Francisco Housing Authority solicited from various contractors Request for Proposals for security services at certain family and senior housing developments in RFP #010-97 dated September 10, 1997; and

WHEREAS, the bid tabulation process indicated a wide disparity between the competing security contractors; and

WHEREAS, the cost summaries of most contractors were substantially higher than the amount estimated by the Housing Authority Security Superintendent; and

WHEREAS, due to the aforementioned reasons the Authority is unable to award any security contracts without further evaluation and clarification; and

WHEREAS, the security agreements have expired at this time, and the need for security services continues.

WHEREAS, funds are available from FY 1997-1998 Low Income Operating Program.

NOW THEREFORE:

1. The Executive Director is requesting authorization to establish a three month purchase order for security services from the existing contractor, Burns International Security Services, Inc., in an amount not to exceed $390,611.00 for the period October 1, 1997 through December 31, 1997.

2. The resolution is effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/Joseph M. Hamblin
Legal Counsel

12/1/97
Date

DISCUSSION:

Troy Dangerfield gave an overview of items E,F, & G. He stated that all these items are supplemental items on the agenda and are primarily there to go forward from last year through the 31st of December. These are already in effect but need ratification because of the failed bid effort. Commissioner Byrd asked how many applications from residents are on file for security. Mr. Dangerfield stated that each security company has their own criteria for hiring. Commissioner Palega stated that he would like to get some type of report from staff showing the procedures for the security tracking methods. Commissioner Byrd asked if there could be some type of sub-committee for security. Dr. McFarlin agreed that that could be arranged.

Commissioner Ford made the motion to accept the Resolutions and Commissioner Moret seconded it. **UNANIMOUSLY APPROVED**

F. **RESOLUTION NO. 4629**
DATE ADOPTED 12/11/97

APPROVAL OF CONTRACT FOR A THREE-MONTH PERIOD WITH WESTERN SECURITY BUREAU, INC., FOR ARMED AND/OR UNARMED SECURITY SERVICES AT SENIOR/DISABLED AND CERTAIN FAMILY DWELLINGS IN AN AMOUNT NOT TO EXCEED $29,232.00

WHEREAS, the Health and Safety Code, Section 34314 authorizes the Housing Authority to arrange or contract for the furnishings by any person or agency, public or private, or services, privileges, works, or facilities for, or in connection with a housing project assisted pursuant to Section 34312.12, or occupants,

WHEREAS, the San Francisco Housing Authority solicited from various contractors Request for Proposals for security services at certain family and senior housing developments in RFP #010-97 dated September 10, 1997; and

WHEREAS, the bid tabulation process indicated a wide disparity between the competing security contractors; and

WHEREAS, the cost summaries of most contractors were substantially higher than the amount estimated by the Housing Authority Security Superintendent; and

WHEREAS, due to the aforementioned reasons the Authority is unable to award any security contracts without further evaluation and clarification; and

WHEREAS, the services provided are of a necessary and vital nature to the residents and would present significant operating difficulties for the Authority if the contract for services is not approved as requested herein; and

WHEREAS, the security contractors agreements have expired at this time and the need for security services continues;

WHEREAS, funds for the services are available from the FY 1997-1998 Low Income Operating Program.

NOW THEREFORE:

1. The Executive Director is requesting authorization to establish a three month purchase order for security services from the existing contractor, Western Security Bureau, Inc., in an amount not to exceed $29,232.00 for the period October 1, 1997 through December 31, 1997.

2. This Resolution is effective immediately.

APPROVED AS TO FORM AND LEGALITY:

s/Joseph M. Hamblin — 11/2/97
Legal Counsel — Date

DISCUSSION:

None
Commissioner Fong made a motion to approve the resolution and Commissioner Byrd seconded. **UNANIMOUSLY APPROVED**

G. **RESOLUTION NO. 4630**
DATE ADOPTED: 12/11/97

AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A ONE-YEAR INTER-GOVERNMENTAL AGREEMENT WITH THE SAN FRANCISCO POLICE DEPARTMENT FOR SUPPLEMENTAL POLICE SERVICES AT SAN FRANCISCO HOUSING AUTHORITY LOCATIONS, IN AN AMOUNT NOT TO EXCEED $750,000

WHEREAS, the San Francisco Police Department (SFPD) currently provides baseline police services to all residents of San Francisco; and

WHEREAS, the San Francisco Housing Authority (the Authority) desires to improve the safety and protection provided to all residents of public housing; and

WHEREAS, the Authority and the SFPD together wish to work further toward a drug-free and crime-free environment at all Authority developments; and

WHEREAS, effective August 21, 1996, the Authority and the SFPD entered into a one-year intergovernmental sole-source agreement to provide supplemental police services in addition to the baseline police services, to improve resident safety and to further foster drug-free and crime-free environment (copy of said agreement attached as Exhibit A); and

WHEREAS, this one year intergovernment agreement detailed the additional supplemental SFPD services provided to the authority and to public housing residents; and

WHEREAS, the Housing Authority now reaffirms its sole source justification for said 1996 Agreement and wishes to enter into another such one-year intergovernmental agreement with SFPD for supplemental police services; and

Funding for this new one-year agreement is subject to the availability of 1996 Drug Elimination Program (DEP) and approval of 1997 Comprehensive Grant Program (CGP) funds.

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to enter into a new one year intergovernmental agreement between the San Francisco Housing Authority and the San Francisco Police Department for supplemental police services which is substantially similar to Exhibit A (attached), in an amount not to exceed $750,000.00, subject to any necessary HUD approvals.

2. The resolution shall be effective immediately,

APPROVED AS TO FORM AND LEGALITY:

s/Joseph M. Hamblin — 11/2/97
Legal Counsel — Date

DISCUSSION:

Captain Scat, stated that the contract gets SFHA the baseline services which are offered to all of San Francisco, and additional services listed on pages 2 through 4 of the contract.

Commissioner Paula Kitses made the motion to approve the resolution and Commissioner Norman Fong seconded it. **UNANIMOUSLY APPROVED**

H. **RESOLUTION NO. 4631**
DATE ADOPTED: 12/11/97

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH WESTERN ROOFING SERVICE FOR ROOFING AND WATERPROOFING WORK AT CAL 1-10, POTRERO ANNEX (19 BUILDINGS-NOS. A1, A2, B4, B5, C7, C8, C9, C10, C11, C12, C13, C14, C15, D2, D18, D19, D20, D22, D23) IN THE AMOUNT OF $377,145.00

WHEREAS, the San Francisco Housing Authority received three (3) BIDS FROM OUTSIDE Contractors for Roofing and Waterproofing Work at CAL 1-10, Potrero Annex as follows:

	Bidders	Bid Amount
1.	Western Roofing Service	$377,145.00
2.	Pioneer Roofing Service	$521,420.00
3.	Agnate & Really	$889,000.00

WHEREAS, Western Roofing Service has proposed a bid of $377,145.00 to provide Roofing and Waterproofing work at CAL 1-10, Potrero Annex

WHEREAS, the Department of Housing and Urban Development has funded the Authority under the 1992 Comprehensive Grant Program (CGP) to provide Roofing and Waterproofing Work at CAL 1-10, Potrero Annex

WHEREAS, the Authority has evaluated the low bid and determined that Western Roofing Service is the lowest, responsive and responsible bidder; and

WHEREAS, all additional relevant documents submitted by low bidder have been reviewed and found to be in order; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to execute a Contract with Western Roofing Service to provide Roofing and Waterproofing Work at CAL 1-10, Potrero Annex for an amount not to exceed $377,145.00.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

s/Joseph M. Hamblin
Legal Counsel

11/24/97
Date

DISCUSSION

No discussion. Commissioner Norman Fong made a motion to approve the resolution and Commissioner Shirley Byrd seconded. **UNANIMOUSLY APPROVED**

I. **RESOLUTION NO. 4632**
DATE ADOPTED: 12/11/97

RESOLUTION RATIFYING BINDING OF THE SAN FRANCISCO HOUSING AUTHORITY'S GENERAL LIABILITY INSURANCE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE ORDER FOR PAYMENT TO THE HOUSING AUTHORITY RISK RETENTION GROUP INSURANCE COMPANY IN A TOTAL AMOUNT NOT TO EXCEED $2,018,657.69

WHEREAS, Section 305, Part Two of the Annual Contributions Contract dated August 27, 1964, as amended, between the Housing Authority of the City and County of San Francisco ("The Authority") and the U.S. Department of Housing and Urban Development ("HUD") requires the Authority to insure its interest against risks associated with its particular type of operation; and

WHEREAS, Congress enacted a law entitled Risk Retention Amendments of 1986 ("the Act"), codified at 15 U.S.C., Section 3901-3906, authorizing the formation of risk retention groups by governmental entities such as Public Housing Authorities ("PHAs") to cover liabilities associated with said risk; and

WHEREAS, the HUD Appropriations Act for Fiscal Year 1992 recognized "the Act" by permitting PHAs to secure insurance for non-profit insurance entities that are controlled and owned by PHAs without regard to competitive solicitation procedures; and

WHEREAS, the Housing Authority Risk Retention Group ("HARRG") is a nationwide insurance provider meeting the requirements of the HUD Appropriations Act; and

WHEREAS, the Authority by Resolution No. 3006, dated May 28, 1987, accepted membership into HARRG for the provision of general liability insurance; and

WHEREAS, the Authority renewed its policy with HARRG for the 1997-98 policy period commencing October 1, 1997 through October 1, 1998 for a premium amount of $1,412,040.94; and

WHEREAS, the Authority's original renewal date was May 1, 1997, however, coverage was extended through October 1, 1997 in order to coincide with the close of the Agency's fiscal year at a pro-rated amount of $606,616.75; and

WHEREAS, payment for both the prorated premium and the 1997-98 policy premium totaling $2,018,657.69 was due and owing as of December 5, 1997; and

WHEREAS, funding for said insurance services described herein is available as part of the Authority's 1996-97 and the 1997-98 Low Income Operating Budget;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Binding of the Authority's general liability insurance with the Housing Authority Risk Retention Group is hereby ratified and the Executive Director is hereby authorized to execute a purchase order for payment of said coverage in a total amount not to exceed $2,018,657.69

2. This resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

s/Joseph M. Hamblin — 12/01/97
Legal Counsel — Date

DISCUSSION

Victoria Adams explained why the premium was so high and what the need was for this type of insurance. She explained that there was only an increase of $100,000.00 over last year's premium. Commissioner Ford questioned what type of insurance is Resolution I and what does it cover. Victoria explained that the insurance does not cover workers compensation, automobile, data processing or fine arts. It is general liability coverage only. Commissioner Palega asked if we shopped around before deciding on this particular company. Victoria answered that we had.

Commissioner Richard Ford made a motion to approve the resolution and Commissioner Shirley Byrd seconded it. The resolution was passed **UNANIMOUSLY**

J.

RESOLUTION NO: 4633
DATE ADOPTED: 12/11/97

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE ORDER TO PAY THE HOUSING AUTHORITY RISK RETENTION GROUP FOR GENERAL LIABILITY DEDUCTIBLES FOR THE FISCAL YEAR 1997-98 IN AN AMOUNT NOT TO EXCEED $220,000.00

WHEREAS, the Housing Authority of the City and County of San Francisco ("the Authority") by Resolution No. 3006, dated May 28, 1987, accepted membership into the Housing Authority Risk Retention Group ("HARRG") for the provision of general liability insurance; and

WHEREAS, the Authority renewed its general liability coverage with HARRG for the 1997-98 policy period commencing October 1, 1997; and

WHEREAS, the Authority's policy with HARRG requires the agency to pay a deductible in the amount of $10,000.00 each general liability claim that is submitted for handling by HARRG during the policy period; and

WHEREAS, funding for said payment is available from the Authority's operating budget for the fiscal year 1997-98; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is hereby authorized to execute a purchase order to pay the Housing Authority Risk Retention Group for the general liability deductibles for the 1997-98 policy year in an amount not to exceed $220,000.00

2. This resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

s/Joseph M. Hamblin — 12/01/97
Legal Counsel — Date

DISCUSSION

Victoria Adams explained the reason for requesting the $220,000.00 was to enable the SFHA to pay the premium for the coming year and it would insure us of being able to pay the deductible amount. Commissioner Moret asked if these were covered claims. Ms. Adams answered that they were. Commissioner Shirley Byrd motioned to accept the resolution and Commissioner Lee Alford seconded. **UNANIMOUSLY APPROVED**

K.

RESOLUTION NO. 4634
DATE ADOPTED: 12/11/97

RESOLUTION RATIFYING THE SUBMISSION OF THE SAN FRANCISCO HOUSING AUTHORITY'S COMPREHENSIVE GRANT PROGRAM FFY 1997 ANNUAL STATEMENT SUBMISSION REVISIONS

WHEREAS, the Department of Housing and Urban Development invited this Authority to submit an application for Fiscal Year 1997 Comprehensive Grant Program funding in the projected amount of $15,861,157; and

WHEREAS, on July 12, 1997 Determination and Order D-137 was adopted authorizing the 1997 Comprehensive Grant Program Comprehensive Plan Amendments and Annual Statement and Certifying that the Authority will comply with all applicable Comprehensive Grant Program requirements; and,

WHEREAS, the Commission adopted Resolution No. 4604 on March 8, 1996, which Resolution together with 42 USC 1437 et seq. Temporarily provides power, duty and authority for operation and management of the San Francisco Housing Authority to HUD acting through the HUD Secretary and his designee; and,

WHEREAS, on July 14, 1997 the Authority's 1997 CGP Annual Statement (Volumes I, II and III) were submitted to HUD; and,

WHEREAS, on November 18, 1997 the Authority's revised 1997 CGP Annual Submission was submitted to HUD for review and approval; and,

WHEREAS, the revisions to the 1997 CGP Annual Submission reflect the Authority's continued emphasis on: (1) infrastructure; (2) exterior painting, landscaping, security, tree pruning and lighting; (3) common space wheelchair accessibility, playground safety and sidewalk repair; (4) interior correction of HUD's Housing Quality Standards violations, painting, lighting, wheelchair accessibility, lead and asbestos; and (5) the use of Forced Labor crews where more economical, efficient and able to provide opportunities for resident hiring.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The San Francisco Housing Authority Commission ratifies the submission of the San Francisco Housing Authority's Comprehensive Grant Program FFY 1997 Annual Statement Submission Revisions.

2. The Resolution shall take effect immediately.

APPROVED AS TO FORM AND LEGALITY:

s/Joseph M. Hamblin
Legal Counsel

12/03/97
Date

DISCUSSION

Lisa Dollard explained the purpose of the resolution was to complete the modernization program. This is for us to request fifteen million dollars from HUD as we do every year.

Commissioner Fong made the motion to approve the resolution and Commissioner Shirley Byrd seconded it. **UNANIMOUSLY APPROVED**

11. PUBLIC COMMENTS ON AGENDA ITEMS:

Karen Huggins stated that she is in support of Resolutions F,G, H and items J. She also felt that the Housing Authority should look into future plans to bring down the Housing Authorities retention insurance coverage.

Eddie Kittrell of Potrero Annex stated that he was in support of items G and H.

Mr. Thomas stated that he was in favor of passing Resolution I.

Waymond Nichols stated that he supports the agenda item pertaining to Western Roofing Company. He also stated that he is in support of the agenda items contracting the San Francisco Police Department.

12. EXECUTIVE SESSION

Postponed

13. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Ms. Rosemary Loober gave an overview of the treatment she had received from the housing authority evicting her and what effect it's had on her life to date.

Ms. Essie Smith stating that the development that she's living in doesn't have a tenants association and some of the problems that has caused which are not being addressed.

Ms. Huggins read a presentation from The America Works Partnership regarding the San Francisco Resident Apprenticeship Demonstration Program in the construction industry and announced the graduation of the public housing residents of the program.

Ms. Jan Allen complained about Mr. Nolan being replaced as their Property Manager. As a part of her statement she said "I think we should name the Housing Authority, San Francisco, Cleveland and friends of Ronnie Davis Housing Authority because this is the way it seems". Ms. Allen has strong feelings in regards to how things are going under the Direction of Mr. Ronnie Davis and just wanted to bring it to the attention of the Commission.

Ms. Charlesetta Holcomb spoke on their program in Huntersview called Safenight. They patrol their community after hours with the goal of crime prevention.

Mr. Joseph Thomas thanked Dr. McFarlin and Mr. Ronnie Davis for the beautification of his development. Mr. Thomas also wanted the Commission to know that he would be running for the Presidency of the City Wide Council

14. ADJOURNMENT

Commissioner Palega thank the attendees for their support for the previous six months and invited them to share in the celebration. Commission Fong motioned for adjournment and Commissioner Byrd seconded.

Meeting adjourned at 5:45 p.m.

_____

Ann Davis
Acting Commission Secretary